

**Updated**



*First American Title*

## **First American Title Company**

**3780 State Street  
Santa Barbara, CA 93105**

Suzanne Elledge Planning & Permitting Services, Inc  
1029 Santa Barbara Street  
Santa Barbara, CA 93101  
Phone: (805)966-2758  
Fax: (805)966-2759

Customer Reference:

Order Number: 4201-4526204 (BF)

Title Officer: Bridget Foss  
Phone: (805)569-6154  
Fax No.: (866)397-7090  
E-Mail: bfoss@firstam.com  
Buyer: Santa Barbara Metro Transit District  
Property: 149 North San Antonio Road, Santa Barbara, CA 93111  
4678 Calle Real, Santa Barbara, CA 93110

### **PRELIMINARY REPORT**

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of November 15, 2017 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Santa Barbara Metropolitan Transit District, a public corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2017-2018 are exempt.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

**The Following Matters Affect Parcels One and Two:**

3. The right of the proper authorities to take certain portions of the premises herein described for road purposes without compensation whenever required, as recited in various deeds of record from the Town of Santa Barbara, covering said property.

Affects the Northerly and Easterly 20 feet of Parcel 1 and the Northerly 20 feet of Parcel 2.

4. An easement for public utilities and to trim trees and incidental purposes, recorded March 16, 1948 as Instrument No. 3775 in [Book 768, Page 397](#) of Official Records.

In Favor of: Southern California Edison Company, a corporation

Affects: Parcel One

5. An easement for poles, wires and anchors and incidental purposes, recorded March 16, 1948 as Instrument No. [3777](#) in Book 774, Page 184 of Official Records.

In Favor of: Southern California Edison Company, a corporation

Affects: Parcel Two

6. An easement for public utilities and to trim trees and incidental purposes, recorded December 7, 1950 as Instrument No. [17804](#) in Book 957, Page 161 of Official Records.

In Favor of: Southern California Edison Company, a corporation

Affects: Parcel One

The location of the easement cannot be determined from record information.

7. An easement for water pipe lines and incidental purposes, recorded October 1, 1953 as Instrument No. [15792](#) in Book 1182, Page 483 of Official Records.

In Favor of: The United States of America

Affects: Parcel Two

8. An easement for water pipe lines and incidental purposes, recorded January 8, 1954 as Instrument No. [355](#) in Book 1206, Page 360 of Official Records.

In Favor of: The United States of America

Affects: Parcel One

9. An oil and gas lease executed by Antonio Cavalli and Rose P. Cavalli, and Otto Cavalli and Thelma M. Cavalli as lessor and All States Geophysical Co., a California corporation as lessee, recorded April 1, 1958 as Instrument No. [7264](#) in Book 1513, Page 259 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

10. Abutter's rights of ingress and egress to or from the highway adjacent to said land have been relinquished in the document recorded November 3, 1958 as Instrument No. [27043](#) in Book 1567, Page 208 of Official Records.

(Affects Parcel Two)

11. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded November 3, 1958 as Instrument No. [27043](#) in Book 1567, Page 208 of Official Records.

(Affects Parcel Two)

12. Abutter's rights of ingress and egress to or from the street or highway adjacent to said land have been relinquished in the document recorded December 29, 1958 as Instrument No. [32412](#) in [Book 1581](#), [Page 288](#) of Official Records.

(Affects Parcel One)

13. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded December 29, 1958 as Instrument No. [32412](#) in [Book 1581](#), [Page 288](#) of Official Records.

(Affects Parcel One)



14. An easement for sewer pipelines and incidental purposes, recorded February 2, 1960 as Instrument No. [3564](#) in Book 1711, Page 309 of Official Records.  
In Favor of: Goleta Sanitary District  
Affects: Parcel Two
15. The terms and provisions contained in the document entitled Sewer Line Agreement, executed by and between Antonio Cavalli, et al. and Lee & Neal, Inc., recorded May 2, 1960, as Instrument No. Instrument No. [14019](#) in Book 1739, Page 72 of Official Records.
16. An easement for sewer lines and incidental purposes, recorded March 7, 1961 as Instrument No. [7856](#) in Book 1832, Page 779 of Official Records.  
In Favor of: Goleta Sanitary District  
Affects: Parcel Two  
  
The location of the easement cannot be determined from record information.
17. An easement for sewer line and incidental purposes, recorded March 7, 1961 as Instrument No. [7860](#) in Book 1832, Page 803 of Official Records.  
In Favor of: Goleta Sanitary District  
Affects: Parcel One  
  
The location of the easement cannot be determined from record information.
18. An easement for sewer lines and incidental purposes, recorded December 19, 1963 as Instrument No. [53746](#) in Book 2026, Page 1311 of Official Records.  
In Favor of: Goleta Sanitary District  
Affects: Parcel Two
19. An easement for poles, wires, crossarms and incidental purposes, recorded January 6, 1969 as Instrument No. [364](#) in Book 2257, Page 1045 of Official Records.  
In Favor of: Southern California Edison Company, a corporation  
Affects: Parcel Two
20. The effect of a map purporting to show the land and other property, filed in [Book 84, Page 54](#) of Record of Surveys.
21. The effect of a map purporting to show the land and other property, filed in [Book 84, Page 86](#) of Record of Surveys.
22. An easement for highway slopes and temporary construction purposes and incidental purposes, recorded March 4, 1993 as Instrument No. [93-016826](#) of Official Records.  
In Favor of: The County of Santa Barbara, a political subdivision of the State of California  
Affects: Parcel One
23. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Affects: Parcel One

24. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.

**The Following Matters Affect Parcel Three:**

25. Abutter's rights of ingress and egress to or from the 101 Freeway adjacent to said land have been relinquished in the document recorded March 1, 1960 as Instrument No. [6530](#) in Book 1719, Page 110 of Official Records.
26. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded March 1, 1960 as Instrument No. [6530](#) in Book 1719, Page 110 of Official Records.
27. An easement for poles, wires, cables and anchors and incidental purposes, recorded October 14, 1963 as Instrument No. [43607](#) in Book 2016, Page 1141 of Official Records.  
In Favor of: General Telephone Company of California, a corporation  
Affects: The easterly 10 feet of said land
28. An easement for poles, wires, cables and anchors and incidental purposes, recorded December 6, 1963 as Instrument No. [51615](#) in Book 2024, Page 1137 of Official Records.  
In Favor of: Southern California Edison Company, a corporation  
Affects: The easterly 10 feet of said land
29. An easement for drainage and incidental purposes, recorded July 20, 1964 as Instrument No. [31055](#) in Book 2061, Page 41 of Official Records.  
In Favor of: Santa Barbara County Flood Control and Water Conservation District  
Affects: As described therein
30. An unrecorded Goleta Water District Additional Water Service Facilities and Service Permit No. 22 Amended as disclosed by the document recorded April 4, 1984 as Instrument No. [84-17452](#) of Official Records.

**The Following Matters Affect All Parcels:**

31. An offer of dedication for the right to extract water from the Goleta North/Central ground water sub basin, and an access easement to maintain and operate any wells located on the property and incidental purposes, recorded November 16, 1989 as Instrument No. [89-076751](#) of Official Records.  
To: The Goleta Water District
- The location of the easement cannot be determined from record information.
- Terms and provisions contained in the above document.
32. Water rights, claims or title to water, whether or not shown by the public records.

33. Rights of parties in possession.

<b>INFORMATIONAL NOTES</b>
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Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
3. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

### LEGAL DESCRIPTION

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

PARCEL ONE: (APN: 059-140-004)

THE EAST 1/2 OF LOT 3 OF THE OUTSIDE PUEBLO LANDS OF THE CITY OF SANTA BARBARA, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON SURVEY MAP NO. 2, BY W.H. NORWAY, APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SANTA BARBARA ON NOVEMBER 16, 1867.

EXCEPT THAT PORTION THEREOF LYING SOUTHERLY OF THE NORTHERLY LINE OF PROPERTY CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED DECEMBER 29, 1958 AS INSTRUMENT NO. 32412 IN BOOK 1581, PAGE 288 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM 50% OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING 500 FEET BELOW THE SURFACE THEREOF, WITH NO RIGHT OF ENTRY, AS RESERVED IN DEED FROM ANTONIO CAVALLI, ET AL., RECORDED AUGUST 14, 1964 AS INSTRUMENT NO. 34895 IN BOOK 2065, PAGE 237 OF OFFICIAL RECORDS.

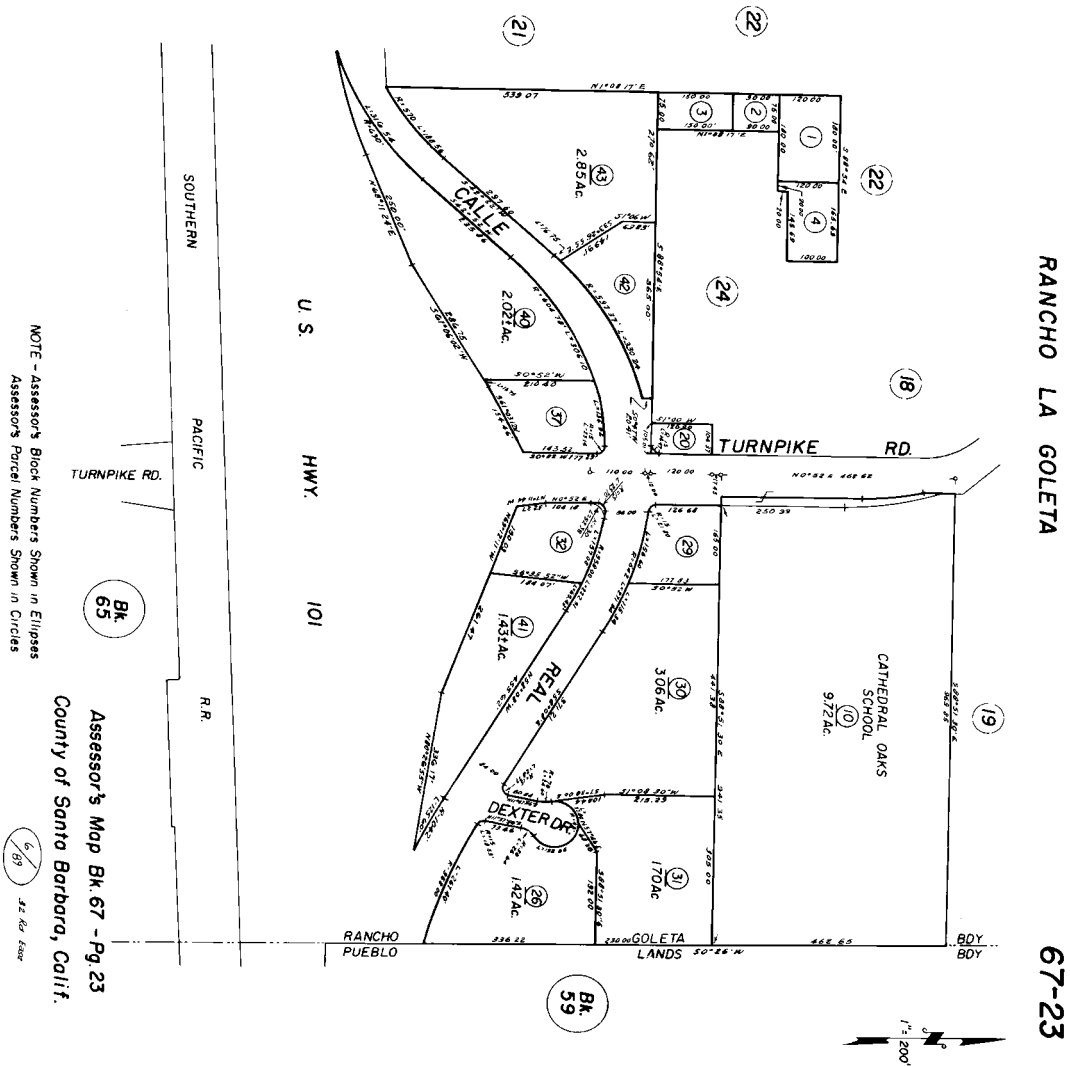
PARCEL TWO: (APN: 059-140-005 AND 059-140-006)

THE WEST 1/2 OF LOT 3 OF THE OUTSIDE PUEBLO LANDS OF THE CITY OF SANTA BARBARA, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON SURVEY MAP NO. 2, BY W.H. NORWAY, APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SANTA BARBARA ON NOVEMBER 16, 1867.

EXCEPTING THEREFROM THAT PORTION THEREOF WHICH LIES SOUTHERLY OF THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 3, 1958 AS INSTRUMENT NO. 27043, IN BOOK 1567, PAGE 208 OF OFFICIAL RECORDS.

PARCEL THREE: (APN: 067-230-026)

PARCEL D OF PARCEL MAP NO. 10766, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ON FILE IN BOOK 3 PAGE 87 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

**WIRE INSTRUCTIONS**

for

**First American Title Company, Demand/ Draft Sub-Escrow Deposits  
Santa Barbara County, California**

PAYABLE TO: First American Title Company  
BANK: **First American Trust, FSB**  
ADDRESS: 5 First American Way, Santa Ana, CA 92707  
ACCOUNT NO: 3007270000  
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

PROPERTY: 149 North San Antonio Road, Santa Barbara, CA 93111  
FILE NUMBER: 4201-4526204 (BF)  
ATTENTION: Bridget Foss

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **First American Title Company. FUNDS MUST BE WIRED FROM A BANK WITHIN THE UNITED STATES.** PLEASE NOTIFY **Bridget Foss** AT **(805)569-6154** OR **bfoss@firstam.com** WHEN YOU HAVE TRANSMITTED YOUR WIRE.

IF YOUR FUNDS ARE BEING WIRED FROM A NON-U.S. BANK, ADDITIONAL CHARGES MAY APPLY.  
PLEASE CONTACT YOUR ESCROW OFFICER/CLOSER FOR INTERNATIONAL WIRING INSTRUCTIONS.

PLEASE NOTE THAT AN ACH TRANSFER IS NOT THE SAME AS A WIRE, REQUIRES ADDITIONAL TIME  
FOR CLEARANCE AND MAY DELAY CLOSING.

**FIRST AMERICAN TRUST CONTACT INFO:** Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER  
AND/ OR PROPERTY REFERENCE ARE NOT INCLUDED**



**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA/ ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building;
  - (b) zoning;
  - (c) land use;
  - (d) improvements on the Land;
  - (e) land division; and
  - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - (c) that result in no loss to You; or
  - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u><b>Your Deductible Amount</b></u>	<u><b>Our Maximum Dollar Limit of Liability</b></u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
  - 3. Title Risks:
    - (a) that are created, allowed, or agreed to by you
    - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
    - (c) that result in no loss to you
    - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
  - 4. Failure to pay value for your title.
  - 5. Lack of a right:
    - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
    - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

### **2006 ALTA LOAN POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

#### **2006 ALTA OWNER'S POLICY (06-17-06)**

##### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

##### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

#### **ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)**

##### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



*First American Title*

#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



County: Santa Barbara

## Plotted Easements

## Legend


- ☐ PARCEL ONE
  - ☐ PARCEL TWO
  - ☐ PARCEL THREE


03/16/1948 #3775 Bk768 Pg397  
- (Within 1' - Public Utilities &  
to Trim Trees)

03/16/1948 #3777 Bk774 Pg184  
- (Within 1' - Poles, Wires  
& Anchors)

12/07/1950 #17804 Bk957 Pg161  
(Public Utilities & to Trim Trees  
- Not Plottable)

10/01/1953 #15792

 Bk1182 Pg483  
(Water Pipe Lines)

 01/08/1954 #355 Bk1206 Pg360  
(Water Pipe Lines)

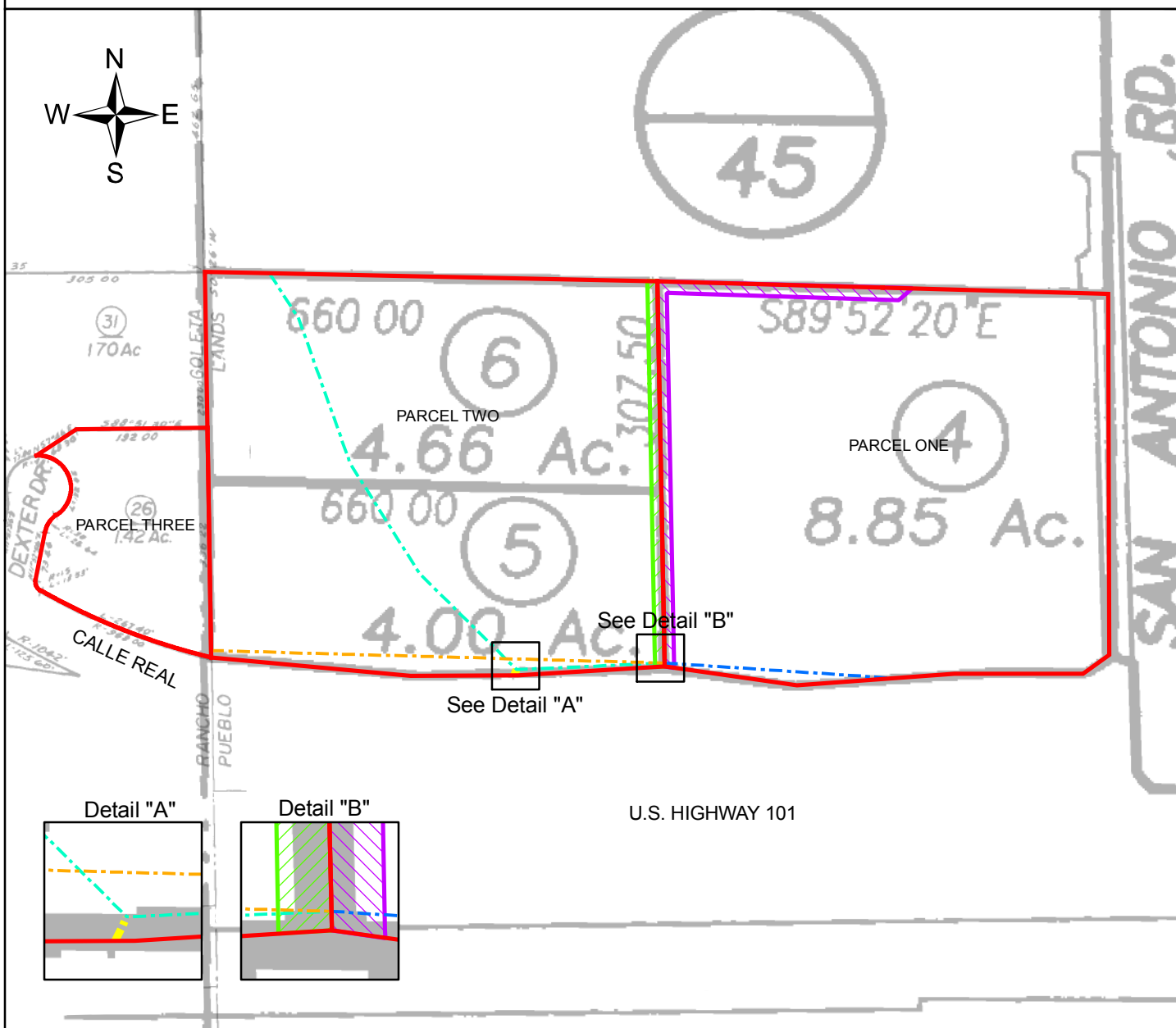
02/02/1960 #3564 Bk1711 Pg309  
(10' Wide - Sewer Pipelines)

03/07/1961 #7856 Bk1832 Pg779  
(Sewer Lines - Not Plottable)

03/07/1961 #7860 Bk1832 Pg803  
(Sewer Line - Not Plottable)

12/19/1963 #53746

■■■■■ Bk2026 Pg1311  
(10' Wide - Sewer Lines)



Tax ID: 059-140-04, 059-140-05, 059-140-06 & 067-230-26

## Short Legal: A Portion of County of Santa Barbara

Map Not  
To Scale

This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.













**First American  
Title Company**

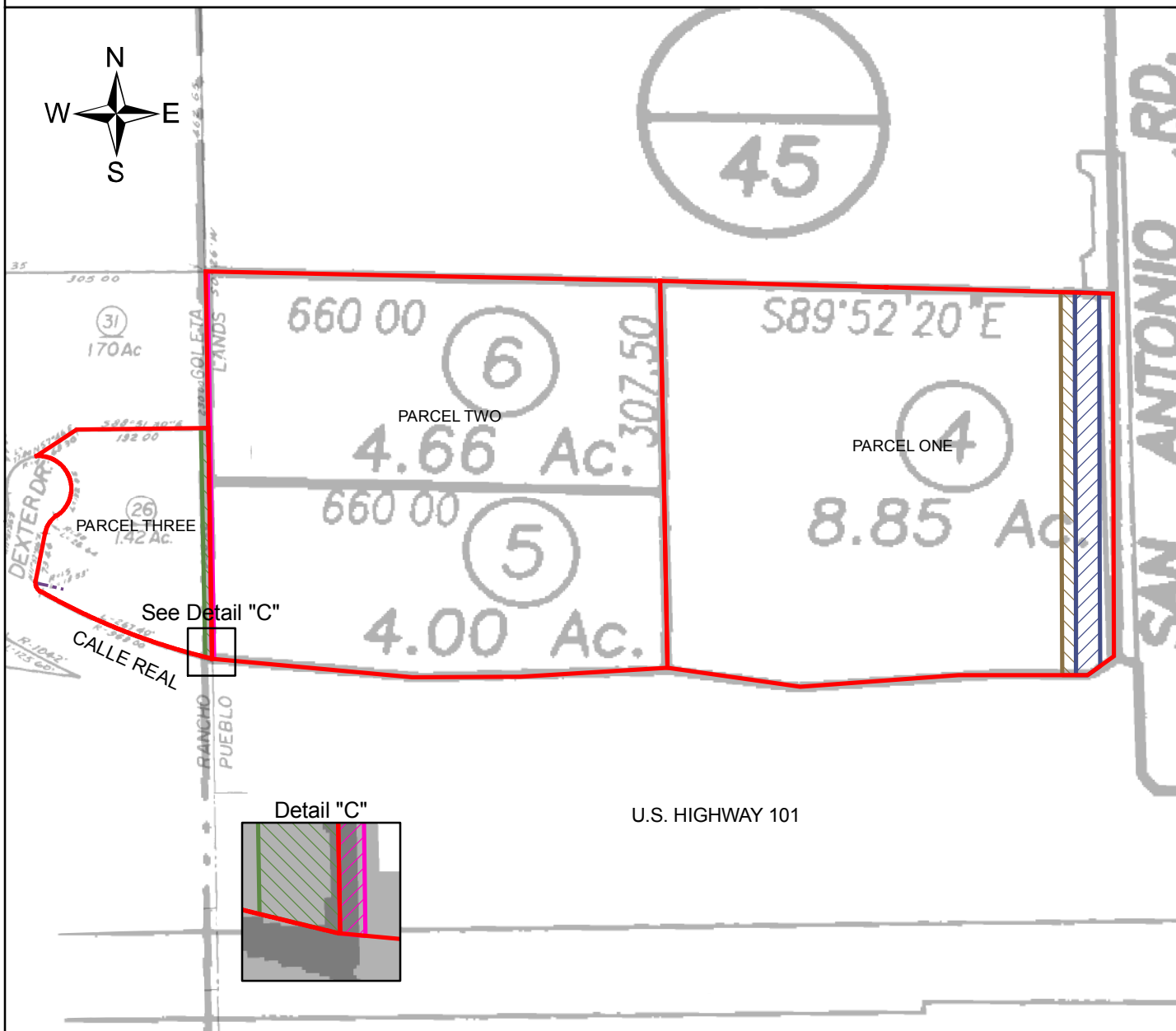
Reference No.: 4526204

County: Santa Barbara

## Plotted Easements

### Legend

-  PARCEL ONE
-  PARCEL TWO
-  PARCEL THREE
-  01/06/1969 #364  
Bk2257 Pg1045  
(Poles, Wires, Crossarms)
-  03/04/1993 #93-016826  
(Highway Slopes)
-  03/04/1993 #93-016826  
(Temporary Construction)
-  10/14/1963 #43607  
Bk2016 Pg1141  
(Poles, Wires, Cables & Anchors)
-  12/06/1963 #51615  
Bk2024 Pg1137  
(Poles, Wires, Cables & Anchors)
-  07/20/1964 #31055 Bk2061 Pg41  
(10' Wide - Drainage)
-  11/16/1989 #89-076751  
(Access - Not Plottable)



Tax ID: 059-140-04, 059-140-05, 059-140-06 & 067-230-26

Short Legal: A Portion of County of Santa Barbara

Map Not  
To Scale

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Official  
Record  
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President, and GUY E. STELLER, known to me to be the Secretary of the SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

LUDLOW SHONNARD, JR.

MY COMMISSION EXPIRES SEPT. 24, 1948  
LUDLOW SHONNARD, JR.

Notary Public in and for said County and State.

RECORDED AT REQUEST OF Southern Counties Gas Co., Mar. 15, 1948 at 30 min. past 2 o'clock P. M.

File No. 3765

YRIS COVARRUBIAS, County Recorder

Compared by: E. J. MILLER  
Y. COVARRUBIAS

By Yris Covarrubias Deputy Recorder

GIOVANNI CAVALLI, ET UX.

TO

GRANT OF EASEMENT  
(INDIVIDUAL)

SOUTHERN CALIFORNIA EDISON  
COMPANY

THE GRANTORS GIOVANNI CAVALLI and PAOLA CAVALLI (husband and wife) hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY., a corporation, its successors and assigns, the right to construct, use, maintain, alter, add to, repair, replace and/or remove, in, on and over the real property hereinafter described, situated in the County of Santa Barbara, State of California, an electric line, consisting of poles, necessary guys and anchors, cross-arms, wires and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes.

Said real property is described as follows:

All that portion of the east half of Lot No. 3 of Outside Pueblo Lands of the City of Santa Barbara, which lies north of the right of way of the Southern Pacific Railway crossing said east half of said Lot 3.

EXCEPTING THEREFROM any portion thereof lying within the boundary of State or County Highway.

All poles shall be erected and maintained within one foot of the following described line:

Beginning at a point in the westerly line of said land of the Grantors, distant northerly thereon approximately 5 feet from the southwest corner thereof; thence easterly approximately 320 feet to a point 1 foot northerly of said southerly line, said point being hereinafter referred to as point "A"; thence northerly, a distance of 275 feet.

Also, beginning at said point "A"; thence easterly, a distance of 30 feet.

The Grantee, its successors and assigns, and its and their agents and employees, shall have free access to said electric line and every part thereof, at all times, for the purpose of exercising the rights herein granted, and shall have the right to trim or top such trees as may endanger or interfere with said electric line.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 16 day of December, 1947.

Witness:

Walter C. Richardson

Walter C. Richardson

Signature of Grantor(s):

GIOVANNI CAVALLI

PAOLA CAVALLI

(DIST. Western  
(W.O. 6049-0534-139 H. L. WHEELER BY S.A.H.  
(U.S. 66-56 DATE NOV 12 '47 RIGHT OF WAY AGT.)

APPROVED AS TO DESCRIPTION



STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.

On this 3rd day of MARCH, 1948, before me, O. W. SCOTT, a Notary Public in and for said County and State, personally appeared WALTER C. RICHARDSON personally known to me to be the same person whose name is subscribed to the within instrument as a subscribing witness thereto, who being by me duly sworn, deposes and says that he resides in the County of LOS ANGELES, State of California, that he was present and saw GIOVANNI CAVALLI and PAOLA CAVALLI, personally known to him to be the same persons described in and whose names are subscribed to the within instrument as the parties thereto, sign and execute the same; and that he, the affiant, then and there subscribed his name to said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

O. W. SCOTT

Notary Public in and for said County and State

My commission expires on \_\_\_\_

RECORDED AT REQUEST OF H. L. Wheeler, Mar. 16, 1948 at 2 min. past 8 o'clock A. M.

File No. 3775

YRIS COVARRUBIAS, County Recorder

Compared by: E. J. MILLER  
Y. COVARRUBIAS

By W. J. Wilson Deputy Recorder

AFFIDAVIT

OF

R. K. WILSON

{  
(AND)  
{

CERTIFICATE OF DEATH

OF

ELIZABETH CAROLINE WILSON

STATE OF CALIFORNIA, )  
County of San Francisco. ) ss.

R. K. WILSON, being first duly sworn, deposes and says:

That he is one of the grantees mentioned in that certain deed dated the 24th day of July, 1942, from H. C. Sweetser, Tax Collector of the County of Santa Barbara, to R. K. and Elizabeth C. Wilson, covering Lot 28 of Fair Acres on Mesa, City of Santa Barbara, County of Santa Barbara, State of California, and recorded July 24, 1942, in Liber 545 of Official Records, page 499, records of Santa Barbara County. That Elizabeth C. Wilson, the other grantee mentioned in said deed, was the lawful wedded wife of your affiant, but said Elizabeth C. Wilson died in the City of Santa Monica, County of Los Angeles, State of California, on the 3rd day of September, 1943. That a copy of the Certificate of Death of said Elizabeth C. Wilson is attached hereto and made a part of this affidavit.

R. K. WILSON

Subscribed and sworn to before me  
this 12th day of March, 1948.

(NOTARIAL) NELL O'DAY  
(SEAL)

Notary Public in and for the \_\_\_\_ County  
of San Francisco, State of California.  
My Commission Expires March 26, 1948

(Witness  
Form)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

O. W. SCOTT

Notary Public in and for said County and State

My commission expires on ..

RECORDED AT REQUEST OF E. L. Wheeler, Mar. 16, 1948 at 2 min. past 8 o'clock A.M.

File No. 3772

YRIS COVARRUBIAS, County Recorder

Compared by: E. L. MILLER  
v. COVARRUBIAS

By *[Signature]* Deputy Recorder

ALFONSO FERRAGAMO

TO

GRANT OF EASEMENT  
(INDIVIDUAL)

SOUTHERN CALIFORNIA EDISON COMPANY

THE GRANTOR ALFONSO FERRAGAMO hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, the right to construct, use, maintain, alter, add to, repair, replace and/or remove, in, on and over the real property hereinafter described, situated in the County of Santa Barbara, State of California, an electric line, consisting of poles, necessary guys and anchors, cross-arms, wires and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes.

Said real property is described as follows:

That certain portion of the west half of Lot 3 of the Outside Pueblo Lands of the City of Santa Barbara, lying north of the north line of the tract of land described in deed to Southern Pacific Railroad Company, recorded in Book 68, page 307 of Deeds, records of said County of Santa Barbara. EXCEPTING THEREFROM any portion thereof lying within the boundary of the State or County Highway.

All poles shall be erected and maintained within one foot of the following described line:

Beginning at a point in the westerly line of said Lot 3, distant northerly thereon 10 feet from the northerly line of State Highway 170 feet wide as now established along the southerly line of said property of the Grantor herein; thence easterly to a point in the easterly line of said land of the Grantor, distant northerly thereon approximately 5 feet, from said northerly line of said Highway.

The Grantee, its successors and assigns, and its and their agents and employees, shall have free access to said electric line and every part thereof, at all times, for the purpose of exercising the rights herein granted, and shall have the right to trim or top such trees as may endanger or interfere with said electric line.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 16 day of December, 1947.

Witness:

Walter C. Richardson

Signature of Grantor(s):

ALFONSO FERRAGAMO

STATE OF CALIFORNIA )  
( ss.  
COUNTY OF LOS ANGELES )

On this 3rd day of MARCH, 1948, before me, O. W. SCOTT, a Notary Public in and for said County and State, personally appeared WALTER C. RICHARDSON personally known to me to be the same person whose name is subscribed to the within instrument as a subscribing witness thereto, who being by me duly sworn, deposes and says that he resides in the County of LOS ANGELES,

(Witness  
Form)

(DISP. Western  
R.O. 6049-034-139  
DATE NOV 12 '47 RIGHT OF WAY AGT.)  
APPROVED AS TO DESCRIPTION  
H. L. WHEELER BY S.O.H.  
DATE NOV 12 '47 RIGHT OF WAY AGT.)

Official  
Record  
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State of California, that he was present and saw ALPONSO FERRAGAMO, personally known to him to be the same person described in and whose name is subscribed to the within instrument as the party thereto, sign and execute the same; and that he, the affiant, then and there subscribed his name to said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

O. W. SCOTT

Notary Public in and for said County and State

My commission expires on \_\_\_\_\_

RECORDED AT REQUEST OF H. L. Wheeler, Mar. 16, 1948 at 2 min. past 8 o'clock A.M.

File No. 3777

IRIS COVARRUBIAS, County Recorder

Compared by: J. I. MULLER  
Y. COVARRUBIAS

By Verifed Deputy Recorder

MARK L. HIGGINS, ET UX.

TO

JUSTIN COOPER, ET UX.

(USERS \$2.75 Cancelled )  
(SECURITY F.I. & C. CO.)  
(MAR 16 1948 C.)

In Consideration of Ten and no/100 Dollars MARK L. HIGGINS and GRACE HIGGINS, husband and wife, Do Hereby Grant to JUSTIN COOPER and FRANCES COOPER, husband and wife As Joint Tenants all that Real Property situate in the County of Santa Barbara, State of California, described as follows:

That certain lot, piece or parcel of land situate in the Outside Pueblo Lands of the City of Santa Barbara, County of Santa Barbara, State of California, described as follows:

Commencing at a 2 inch survey pipe set at the end of the 7th course of the Allen D. Smith property, as conveyed by deed recorded in Book 152, page 279 of Deeds, records of Santa Barbara County, said point also being the end of the center line of the property conveyed by Allen D. Smith to the County of Santa Barbara for road purposes to be known as Serena Avenue, recorded in Book 505, at page 206 of Official Records of said County; thence north 79°22' west along the center line of said Serena Avenue 336.04 feet to an old spike driven into the pavement at the most northeasterly corner of the property conveyed to Dan M. Horton, et ux. by deed recorded in Book 492, at page 407 of Official Records of said County and the true point of beginning of the parcel of land herein described; thence south 8°16'30" east leaving Serena Avenue and following along the easterly property line of said Horton tract and its southerly prolongation, 371 feet; thence south 81°43'30" east at right angles 75 feet; thence north 8°16'30" west to a point in the center line of said Serena Avenue from which the true point of beginning bears north 79°22' west 80 feet; thence north 79°22' west 80 feet to the true point of beginning.

WITNESS our hands this 24th day of February, 1948

MARK L. HIGGINS

GRACE HIGGINS.

STATE OF CALIFORNIA, )  
County of Santa Barbara ) ss.

On this 24th day of March, 1948, before me, Edith Talbot a Notary Public in and for said County and State, personally appeared Mark L. Higgins and Grace Higgins known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

EDITH TALBOT

Notary Public in and for said County and State

R2-368 (Apr. 52)

BOOK 1182 PAGE 483

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
CACHUMA PROJECT, CALIFORNIA

Goleta Lateral  
Unit No. G13-31

Contract No.

14-06-200-1249

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT, made this 9th day of July, 1953, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388) and acts amendatory thereof or supplementary or applicable thereto, all of which acts are commonly known and referred to as the Reclamation Law, and particularly pursuant to the Act of Congress approved August 4, 1939 (53 Stat., 1187), between THE UNITED STATES OF AMERICA, hereinafter styled the United States, and

ALFONSO FERRAGAMO, a single man,

hereinafter styled the Vendor:

WITNESSETH the following grant and the following mutual covenants by and between the parties:

1. Vendor hereby grants unto the United States, its successors and assigns, the right, privilege and easement to enter upon, survey, travel along, construct, reconstruct, lay, re-lay, increase the size of, operate, maintain and remove at any time a water pipe line or conduit and pipe lines or conduits branching therefrom, with all fixtures, devices and appurtenances used or useful in the operation of said pipe lines, and to remove objects interfering therewith, at any and all points within, through, over and across the following-described land situate in the County of Santa Barbara, State of California, to-wit:

A parcel of land in the West half (W $\frac{1}{2}$ ), Lot Three (3), outside Pueblo Lands, being a portion of the land described in the deed to Alfonso Ferragamo, dated January 15, 1935, and recorded in the office of the County Recorder of said Santa Barbara County on January 17, 1935, in Book 330 of Official Records at Page 40, having an area of 0.32 acre, more or less, and described as follows:

Beginning at a concrete monument set at the intersection of the easterly boundary of Rancho La Goleta, as referred to in deed to Archie M. Hunt dated May 13, 1950, and recorded in the office of said County Recorder on

8-11-53  
Lester L. Smith

May 18, 1950, in Book 918 of Official Records at Page 130, and the northerly boundary of U. S. Highway 101, as referred to in deed to State of California, dated December 26, 1945, and recorded in the office of said County Recorder on February 6, 1946, in Book 681 of Official Records at Page 1; thence leaving said northerly boundary North  $01^{\circ} 25'$  East 4.1 feet along said easterly boundary; thence South  $89^{\circ} 13'$  East 0.5 feet; thence South  $88^{\circ} 33'$  East 279.3 feet; thence North  $86^{\circ} 29'$  East 321.1 feet; thence North  $89^{\circ} 11'$  East 71.4 feet; thence North  $01^{\circ} 33'$  East 742.9 feet to the common boundary between Lots 2 and 3, said Outside Pueblo Lands; thence along said common boundary South  $88^{\circ} 35'$  East 14.6 feet to the northeast corner of said Ferragamo property, being also the northeast corner of the above said west half of Lot 3; thence along the easterly boundary of said west half of Lot 3 South  $01^{\circ} 25'$  West 745.8 feet to said northerly boundary of U. S. Highway 101; thence along said northerly boundary South  $89^{\circ} 12'$  West 88.0 feet to a 6" x 6" concrete highway monument set in said northerly boundary at the southwesterly terminus of course described as " $88^{\circ} 10' 30''$  W. --- 450.00 feet" in above said deed dated December 26, 1945; thence continuing along said northerly boundary South  $86^{\circ} 21'$  West 300.4 feet; thence, continuing along said northerly boundary, North  $88^{\circ} 53'$  West 300.2 feet to the point of beginning.

1a. Said grant of easement shall be subject to reservations and leases of record, if any, of oil, gas and minerals in or under the lands hereinbefore described.

2. Said pipe line or lines shall be so laid that wherever practicable not less than two feet of earth, measured from the outside of the pipe collar to the ground surface, shall cover said pipe line or lines, except that fixtures and appurtenances used or useful in the operation of said pipe line or lines may be at any distance either below or above ground surface. The surface of the ground over said pipe line or lines shall be restored by the United States to the condition in which it was prior to the construction of said pipe line or lines, as nearly as may be practicable. No fence nor permanent roadbed shall be constructed to follow along the route of said pipe line or lines, except upon express permission of Vendor, his successors or assigns.

3. Vendor reserves the right to cultivate, occupy and use said land for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the structures or equipment of the United States or the use thereof, except, however, that this reservation shall not include the right to, and the Vendor, his successors or assigns, shall not dig or drill a well or wells for any purpose whatsoever through the surface of said land, remove earth or other material from said land, except upon permission of the officer of the United States in charge of said pipe line or lines, or erect or maintain buildings or structures within the boundaries of said land. In case of permanent abandonment of said right of way, the title and interest herein granted shall end, cease, and determine. The United States shall use due care in the construction and maintenance of said pipe line or lines and appurtenances.

4. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, canals, laterals, ditches, other pipe lines, electrical transmission lines and telephone and telegraph lines covering any part of the above-described land.

5. As complete consideration for the above grant of easement, the United States agrees to pay to Vendor:

- (a) The amount of any damage to trees, seedlings, vines, crops, shrubbery, landscaping and improvements within or on said land caused by construction of said pipe line or lines. The amount of payment for said damage to be determined by an appraisal made by the United States Bureau of Reclamation.
- (b) The reasonable cost of the relocation of such irrigation or domestic water facilities located on said land which the United States shall determine shall be relocated by the Vendor. In lieu of the payment to Vendor of the cost of the relocation of said irrigation or domestic water facilities, the United States may, at its option and expense, relocate said irrigation or domestic water facilities; and the Vendor shall so accept said payment or relocation.

Any irrigation or domestic water facility to be relocated as herein provided shall be of quality and standard equivalent to that of the existing facility, and any such irrigation or domestic water facility shall be relocated to such land of the Vendor adjoining that herein described as the parties hereto shall mutually determine to be reasonable and proper. The United States shall notify Vendor in writing as to the facilities that must be relocated, and in such notice shall inform Vendor as to the date when such relocation must be completed and of the reasonable cost of such relocation. Payment to Vendor for the cost of said relocation shall be made upon the completion of said relocation and shall be in an amount determined by the United States Bureau of Reclamation to be the reasonable cost thereof.

It is a condition precedent to any payments hereunder that any and all defects, interests, or encumbrances against the Vendor's title to said land that may not be acceptable to the United States, other than those specified in Article 4 hereof, shall be removed by or on behalf of the Vendor. The rights of the Vendor under this article shall not be assignable and shall not pass to any subsequent purchaser of the land or any interest therein.

6. It is understood and agreed that if the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, either to procure a safe title or to obtain title more quickly or for any other reason, then the compensation to be claimed by the Vendor and the award to be made for said lands in said proceedings shall be upon the basis of the compensation hereinbefore provided.

7. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

8. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the date hereinabove written.

APPROVED as to Legal  
Form and Substantive.

THE UNITED STATES OF AMERICA

By

*[Signature]*  
Regional Director  
Supervising Engineer

X

*[Signature]*  
Vendor

Vendor

Vendor

Vendor

*[Signature]*  
Witness

STATE OF CALIFORNIA }  
County of Sacramento } ss.

On this 13th day of July, 1953, before me MARY R. MULCAHY, a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared LeRoy Minturn known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of Alameda, State of California; that he was present and saw

Alfonso Ferragamo, a single man,

personally known to him to be the person described in, and who executed the within instrument as vendor thereto, sign, seal, and deliver the same; that the said

Alfonso Ferragamo, a single man,

duly acknowledged in the presence of said affiant, that he executed the same, and that he, the said affiant, thereupon, and at the request of said vendor subscribed his name as witness thereto.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

*Mary R. Mulcahy*  
Notary Public in and for the  
County of Sacramento, State  
of California.

My Commission Expires:  
June 4, 1955

15792

RECORDED AT REQUEST OF  
Security Title Insurance Co.  
OCT 1 1953 at 8:30 A.M.  
BOOK 1182 PAGE 483  
OFFICIAL RECORDS  
Santa Barbara County, Calif.  
JAMES G. FOWLER, Recorder  
*J. P. Rogers* Deputy  
FEE \$ 3.00

PHOTOSTATED BY: *R. Thuren* CHECKED BY: *J. P. Rogers* JAMES G. FOWLER,  
Deputy Deputy County Recorder



of U. S. Highway 101, at the southwesterly terminus of course designated "S 88° 10' 30" W. --- 450.00 feet" in deed to State of California dated December 26, 1945, and recorded in the office of said County Recorder on February 6, 1946, in Book 681 of Official Records at Page 1; thence North 01° 25' East 745.8 feet along the common boundary between the East and West half of aforesaid Lot 3; thence along the common boundary between Lots 2 and 3 of said Outside Pueblo Lands South 88° 35' East 377.0 feet to a point that is distant North 88° 35' West 284.0 feet from a 2-inch pipe set at the northeast corner of said Lot 3; thence South 45° 40' West 24.8 feet; thence North 89° 20' West 354.3 feet; thence South 01° 33' West 723.2 feet to said northerly boundary of U. S. Highway 101; thence along said northerly boundary South 89° 12' West 3.7 feet to the point of beginning.

1a. Said grant of easement shall be subject to reservations and leases of record, if any, of oil, gas and minerals in or under the lands hereinbefore described.

2. Said pipe line or lines shall be so laid that wherever practicable not less than two feet of earth, measured from the outside of the pipe collar to the ground surface, shall cover said pipe line or lines, except that fixtures and appurtenances used or useful in the operation of said pipe line or lines may be at any distance either below or above ground surface. The surface of the ground over said pipe line or lines shall be restored by the United States to the condition in which it was prior to the construction of said pipe line or lines, as nearly as may be practicable. No fence nor permanent roadbed shall be constructed to follow along the route of said pipe line or lines, except upon express permission of Vendor, his successors or assigns.

3. Vendor reserves the right to cultivate, occupy and use said land for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the structures or equipment of the United States or the use thereof, except, however, that this reservation shall not include the right to, and the Vendor, his successors or assigns, shall not dig or drill a well or wells for any purpose whatsoever through the surface of said land, remove earth or other material from said land, except upon permission of the officer of the United States in charge of said pipe line or lines, or erect or maintain buildings or structures within the boundaries of said land. In case of permanent abandonment of said right of way, the title and interest herein granted shall end, cease, and determine. The United States shall use due care in the construction and maintenance of said pipe line or lines and appurtenances.

4. The grant of easement herein contained is subject to existing rights of way for highways, roads, railroads, canals, laterals, ditches, other pipe lines, electrical transmission lines and telephone and telegraph lines covering any part of the above-described land.

5. As complete consideration for the above grant of easement, the United States agrees to pay to Vendor:

- (a) The amount of any damage to trees, seedlings, vines, crops, shrubbery, landscaping and improvements within or on said land caused by construction of said pipe line or lines. The amount of payment for said damage to be determined by an appraisal made by the United States Bureau of Reclamation.
- (b) The reasonable cost of the relocation of such irrigation or domestic water facilities located on said land which the United States shall determine shall be relocated by the Vendor. In lieu of the payment to Vendor of the cost of the relocation of said irrigation or domestic water facilities, the United States may, at its option and expense, relocate said irrigation or domestic water facilities; and the Vendor shall so accept said payment or relocation.

Any irrigation or domestic water facility to be relocated as herein provided shall be of quality and standard equivalent to that of the existing facility, and any such irrigation or domestic water facility shall be relocated to such land of the Vendor adjoining that herein described as the parties hereto shall mutually determine to be reasonable and proper. The United States shall notify Vendor in writing as to the facilities that must be relocated, and in such notice shall inform Vendor as to the date when such relocation must be completed and of the reasonable cost of such relocation. Payment to Vendor for the cost of said relocation shall be made upon the completion of said relocation and shall be in an amount determined by the United States Bureau of Reclamation to be the reasonable cost thereof.

It is a condition precedent to any payments hereunder that any and all defects, interests, or encumbrances against the Vendor's title to said land that may not be acceptable to the United States, other than those specified in Article 4, hereof, shall be removed by or on behalf of the Vendor. The rights of the Vendor under this article shall not be assignable and shall not pass to any subsequent purchaser of the land or any interest therein.

6. It is understood and agreed that if the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, either to procure a safe title or to obtain title more quickly or for any other reason, then the compensation to be claimed by the Vendor and the award to be made for said lands in said proceedings shall be upon the basis of the compensation hereinbefore provided.

7. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

8. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom; but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the date hereinabove written.

APPROVED as to Legal  
Form and Sufficiency.

ATTORNEY.

THE UNITED STATES OF AMERICA.

By

Supervising Engineer

Antonio Cavalli

Vendor

Atto Cavalli

Vendor

Vendor

Witness

Vendor

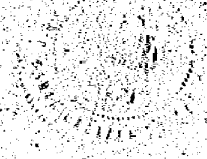
BOOK 1206 PAGE 364

STATE OF CALIFORNIA }  
County of Santa Barbara } ss.

On this 10th day of August, in the year 1953,  
before me J. E. Delwiche, a Notary Public in and  
for the County and State aforesaid, personally appeared Antonio  
Cavalli and Otto Cavalli,

known to me to be the persons whose names are subscribed to the  
within instrument, and acknowledged that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official  
seal the day and year in this certificate first above written.

  
J. E. Delwiche  
Notary Public

My commission expires:

My Commission Expires Dec. 3, 1954

355

RECORDED AT REQUEST OF  
Security Title Insurance Co.

JAN 8 1954 at 8:30 A.M.

BOOK 1206 PAGE 360

OFFICIAL RECORDS

Santa Barbara County, Calif.

JAMES C. FOWLER, Recorder

James C. Fowler Deputy

FEE \$ 3.40

PHOTOSTATED BY: L. Thuren  
Deputy

CHECKED BY: W. Henderson  
Deputy

JAMES C. FOWLER,  
County Recorder

BOOK 1581 PAGE 288

#102,601-0

324.12

FORM RW.6

DISTRICT	COUNTY	ROUTE	SECTION
V	SB	2	Q #74

Sta. 177+00± to Sta. 183+60±

## GRANT DEED (INDIVIDUAL)

We, ANTONIO CAVALLI and ROSE P. CAVALLI, husband and wife,  
and ATTAVIANO CAVALLI and THELMA CAVALLI, husband and wife

GRANT to the STATE OF CALIFORNIA, all that real property in the \_\_\_\_\_ County  
of Santa Barbara, State of California, described as:

That part of the portion of the east 1/2 of Lot 3 of the Outside Pueblo Lands of the City of Santa Barbara, County of Santa Barbara, conveyed to Antonio Cavalli, et al, by decree of distribution recorded September 24, 1953, in Volume 1181 of Official Records, at page 212, records of said County, described as follows:

Beginning at the southeasterly corner of the parcel conveyed by said decree of distribution, said corner being also a point on the easterly line of said Lot 3; thence (1) westerly along the southerly line of said parcel to an intersection with the westerly line of said lot; thence (2), northerly along said westerly line 177 feet more or less to an intersection with a line projected S. 85° 47' 01" W., from a point distant N. 0° 17' 33" W., 275.00 feet from Engineer's Station 183+25 P.O.C. on the centerline of the Department of Public Works' Survey for State highway, Road V-SB-2-4, as said centerline is delineated on the map filed in the State Highway Map Book at pages 595 to 612, inclusive, records of said county; thence (3), easterly along said projected line 36 feet more or less to said point 275.00 feet from Engineer's Station 183+25; thence (4), S. 79° 53' 55" E., 129.15 feet; thence (5) N. 05° 04' 37" E., 351.78 feet; thence (6), S. 88° 57' 47" E., 100.12 feet; thence (7) N. 64° 59' 26" E., 38.10 feet to a point distant N. 1° 49' 30" W., 250.00 feet from Engineer's Station 177+05 P.O.T. on the above said centerline; thence (8) N. 88° 10' 30" E., 13 feet more or less to a point on the above said easterly line of said Lot 3; thence (9) southerly along said easterly line to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to John H. Dreach, et ux, by two deeds, one recorded July 8, 1954, in Volume 1252 of Official Records

32412

BOOK 1581, PAGE 289

at page 58, and the other recorded September 27, 1954 in Volume 1270 of Official Records, at page 218, both records of said County.

This conveyance is made for the purposes of a freeway and adjacent frontage road and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights appurtenant to grantor's remaining property in and to said freeway, provided, however, that such remaining property shall abut upon and have access to said frontage road which will be connected to the freeway only at such points as may be established by public authority.

Excepting therefrom all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of any highway that may be constructed on said lands.

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for himself, his successors and assigns, hereby waives any claims for any

BOOK 1581 PAGE 290

32412

and all damages to greater, remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.  
(As used above, the term "person" shall include the plural as well as the singular number and the words "himself" and "his" shall include the females gender as the case may be.)

Dated this 17th day of November, 1958.

Signed and delivered in the presence of

Antonio Cavalli  
Rose P. Cavalli  
Attaviano Cavalli  
Thelma Cavalli

#### ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA, COUNTY OF Santa Barbara, ss.  
On this 17th day of November, in the year one thousand nine hundred and fifty-eight,  
before me, J. E. DELWICHE, a Notary Public in and for said County and State, residing therein,  
duly commissioned and sworn, personally appeared ANTONIO CAVALLI, ROSE P. CAVALLI,  
ATTAVIANO CAVALLI and THELMA CAVALLI,

known to me to be the person or persons described in and whose name or names are  
subscribed to the within instrument, and they acknowledged to me that they executed the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first  
above written.

My commission expires December 2, 1958.

Notary Public in and for the County of Santa Barbara, State of California.

#### ACKNOWLEDGMENT OF SUBSCRIBING WITNESS

STATE OF CALIFORNIA, COUNTY OF ss.  
On this day of , in the year one thousand nine hundred and ,  
before me, , a Notary Public in and for said County  
and State, residing therein, duly commissioned and sworn, personally appeared

known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being  
by me duly sworn, deposed and said that he resides in the County of  
State of California; that he was present and saw

personally known to him to be the person described in, and who executed the said within instrument as part  
thereto, sign and execute the same; that he, the affiant, then and there, at the request of said person, subscribed his name  
as a witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first  
above written.

My commission expires

Notary Public in and for the County of , State of California.

BOOK 1581 PAGE 291

32412

RECORDED AT REQUEST OF  
Security Life Insurance Co.  
DEC 29 1958 at 3:30A M

BOOK 1581 PAGE 288

OFFICIAL RECORDS  
San Bernardino County, Calif.  
JAMES C. FOWLER, Recorder

*File in 1581-288-2*  
Deputy

FILE NO FEE

PAGE	COUNTY	FILE	FILE	FILE

Section \_\_\_\_\_  
C. O. Schedule No. \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

**GRANT DEED**  
(INDIVIDUAL)

TO  
**STATE OF CALIFORNIA**

Recorded at request of \_\_\_\_\_  
on \_\_\_\_\_ 19\_\_\_\_  
at \_\_\_\_\_ min. past \_\_\_\_\_  
o'clock \_\_\_\_\_ M. in Vol. \_\_\_\_\_  
of \_\_\_\_\_ Page \_\_\_\_\_

County records \_\_\_\_\_  
By \_\_\_\_\_ Recorder  
Deputy Recorder \_\_\_\_\_  
(No fee for recording—Government Code, Sec. 6105)

When recorded return to State of California,  
Division of Highways,  
P. O. Box 601, San Luis Obispo,  
Filed \_\_\_\_\_ By \_\_\_\_\_ Calif.

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SEC. 27281)

THIS IS TO CERTIFY, That the State of California, grants herein, acting by and through the Department of Public Works, Division of Highways, hereby accepts for public purposes the real property, or interest therein, conveyed by the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

T. F. BAOSHAW  
Director of Public Works  
By *Fred C. Moore*

District Right of Way Agent and Attorney in Fact

PHOTOCOPY BY *Bernice H. Thurner* CHECKED BY *[Signature]* JAMES C. FOWLER,  
Deputy Deputy County Recorder



GRANT OF EASEMENT

The Grantor, ALFONSO FERRAGAMO, a single man, hereby grants to the GOLETA SANITARY DISTRICT, a sanitary district organized and existing under Part 1 of Division 6 of the Health and Safety Code of the State of California, its successors and assigns, the right to construct, use, maintain, alter, add to, repair, replace and/or remove underground pipelines, manholes and/or mains for the purpose of conveying sewage through, over, under and upon the real property hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and/or mains. Said real property is described as follows:

A portion of the Outside Pueblo Lands of the City of Santa Barbara, in the County of Santa Barbara, State of California, being a strip of land ten (10) feet in width, lying five (5) feet on each side of the following described line:

Beginning at a point in the northerly line of the Tract of land described in the deed to Alfonso Ferragamo recorded in Book 330, Page 40, Official Records, records of said County, from which a 2 inch pipe survey monument at the northwesterly corner of said tract of land bears N. 89°35'50" W., 93.60 feet.

Thence 1st S. 33°07'20" E., leaving said northerly line, 76.84 feet.

Thence 2nd S. 19°33'30" E., 224.70 feet.

Thence 3rd S. 32°13'30" E., 188.96 feet.

Thence 4th S. 45°18'30" E., 197.72 feet to a point that is distant northerly five (5) feet, measured at right angles, from the northerly line of the tract of land described in the deed from Alfonso Ferragamo to the State of California recorded November 3, 1958 as Instrument No. 27043 in Book 1567, Page 208, Official Records, records of said County.

Thence 5th N. 86°43'40" E., parallel with and distant northerly 5.00 feet from said northerly line, to a point in the easterly line of said Ferragamo tract of land.

The sidelines of said ten (10) foot strip of land to be prolonged and shortened so as to terminate in the northerly and easterly lines of said Ferragamo tract of land.

The Grantee, its successors and assigns and its respective agents and employees shall have the right of ingress to and egress from said pipelines and/or mains and every part thereof, at all times, for the purpose of exercising any rights granted herein.

Grantee shall be liable for any and all damage to the above described property and all damage to crops caused by it in the exercise of any of the rights granted herein, and agrees to restore all roadways and other surface improvements together with all unimproved surfaces as nearly as possible to their grade and condition immediately prior to the exercise of any rights granted herein.

Executed on January 21st, 1960.


Alfonso Ferragamo  
Alfonso Ferragamo

STATE OF CALIFORNIA        }  
County of Santa Barbara    } ss.

On January 21st, 1960, before me, the undersigned, a  
Notary Public in and for the County of Santa Barbara, State of  
California, personally appeared ALFONSO FERRAGAMO, known to me to be  
the person whose name is subscribed to the within instrument and  
acknowledged that he executed the same.

WITNESS my hand and official seal:

(SEAL)

  
Norris Montgomery  
Notary Public in and for the County  
of Santa Barbara, State of California

CERTIFIED COPY OF RESOLUTION OF

GOLETA SANITARY DISTRICT

STATE OF CALIFORNIA

County of Santa Barbara

The undersigned, A. E. CLANCY, hereby certifies that the following and all things herein mentioned, has been the duly elected, qualified and acting Secretary of the Goleta Sanitary District. That the following is a full, true and correct copy of a Resolution duly adopted by the Governing Board of said District at a regular meeting thereof, duly held on FEB 1 1960, at which meeting a quorum of said Board was at all times present and acting; and that said Resolution has not been modified or rescinded, and is at the date of this certificate in full force and effect:

WHEREAS, JOHN S. GREENE and EMILY H. GREENE (Portion Lot 1, Los Verdes Tract No. 3) (Portion Lot 12, Los Verdes Tract No. 3) and ALFONSO FERRAGAMO

RECORDER'S NOTE  
This will not make a good record

have each executed and delivered to the Goleta Sanitary District a Grant of Easement for the construction, use and maintenance of a sewer line in a certain portion of the County of Santa Barbara, and

WHEREAS, this Governing Board finds that it is in the best interests of said District to accept each said Grant of Easement

NOW, THEREFORE, be it hereby resolved as follows:

1. That each aforesaid Grant of Easement be, and the same be hereby accepted by the Goleta Sanitary District.

2. That the Secretary of the District cause each said Grant of Easement to be recorded in the office of the County Recorder of the County of Santa Barbara, State of California.

3. That a certified copy of this resolution be attached to each said Grant of Easement prior to recordation.

The undersigned has executed this certificate and affixed the seal of said District on FEB 1 1960

(SEAL)

A. E. Clancy  
A. E. Clancy, Secretary of  
Goleta Sanitary District

3561

RECORDED AT REQUEST OF

CAVALLETTO, WEBSTER, MULLEN & MCCOY

FEB 2 1960 at 12:57 Pm

BOOK 1711 PAGE 309

OFFICIAL RECORDS

Santa Barbara County, Calif.

JAMES G. FOWLER, Recorder

John R. Benge, Deputy

FEB 2 88 FEE

Subscribed and sworn to before

me on FEB 1 1960

Arthur A. Henzell  
ARTHUR A. HENZELL

Notary Public in and for the County of Santa Barbara, State of California

MY COMMISSION EXPIRES FEBRUARY 20, 1962

PHOTOCOPY BY: James G. Fowler

CHECKED BY: [Signature]

JAMES G. FOWLER,  
COUNTY RECORDER

AGREEMENT  
TURNPIKE SEWER LINE

THIS AGREEMENT made and entered into this 6th day of April, 1960, by and between CALOR CONSTRUCTION, ASSOCIATES, a partnership, ROBERT L. SCOTT and KATHERINE B. SCOTT, husband and wife, JOHN S. GREENE and EMILY H. GREENE, husband and wife, ALFONSO FERRAGAMO, E. H. HOUGHIN, ANTONIO CAVALLI and OTTAVIANO CAVALLI, hereinafter called "Owners", and LEE & NEAL, INC., a corporation, hereinafter called "The Contractor."

The parties hereto do mutually covenant and agree with each other as follows:

1. CONTRACT DOCUMENTS: The complete contract consists of the following documents: the accepted Bid, this Agreement and the complete Drawings and Specifications for the project hereinafter named in file in the office of the Goleta Sanitary District, Goleta, California, including any addenda thereto issued prior to opening of bids and any "change orders" duly authorized thereafter.

2. WORK TO BE DONE: The Contractor agrees to furnish all labor, equipment, transportation and services necessary to construct, install and complete tested and ready for use, a system of sewer pipelines and appurtenant structures to serve the Turnpike Road Area between Santa Barbara and Goleta, California, and any and all other work indicated on the drawings or described in the specifications prepared therefor by Penfield & Smith, Registered Civil Engineers, and on file in the office of the Goleta Sanitary District, Goleta, California.

All of said work is to be as called for and in the manner designated in, and in strict conformity with, the drawings and specifications. The Contractor shall cooperate with Owners and the Goleta Sanitary District so that no omission, error or discrepancy in the drawings or specifications shall result in defects in

materials or workmanship. It is understood and agreed that said project shall be completed to the satisfaction of and subject to the approval of the Governing Board of the Goleta Sanitary District manifested by Resolution thereof.

3. PAYMENT: The Owners agree to pay and the Contractor agrees to accept, in full payment for the work provided for by this Agreement and agreed to be done above, a sum determined by use of the unit prices and lump sums bid, if any, for the various items of work, payable as follows: Within the first twenty-five (25) days of each calendar month, the Owner will make partial payment to the Contractor for work performed during the preceding calendar month on the estimate certified by the Contractor, the Engineer and the Owners as follows: On the last day of the month next succeeding the commencement of work, the Contractor shall submit to the Engineer an estimate indicating the value of labor furnished and materials installed in the work since the commencement of the work, which said estimate shall be checked over by the Engineer for his approval, and ninety per cent (90%) of the amount of said estimate if finally approved and certified by the Engineer, shall be paid to the Contractor; and on the last day of each month thereafter as work progresses, similar estimates shall be submitted for the value of labor furnished and material installed since the next preceding estimate in accordance with similar estimates and Engineer's Certificates, provided that such progress payments in the aggregate shall not exceed ninety per cent (90%) of the total work during the period. The final payment of the balance remaining unpaid on the Contract shall be made thirty-five (35) days after completion and acceptance by the Governing Board of the Goleta Sanitary District, upon determination by said Board that all obligations for labor, materials and equipment, arising out of the performance of said work and the completion of said project have been fully paid and that said improvement is free and clear of

all liens of any kind arising out of the performance of this Agreement.

4. PERMITS, ETC.: The Contractor shall, at his own expense, obtain all necessary permits and licenses and temporary easements for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules, and regulations relating to the work and to the preservation of the public health and safety, and for the securing of permits to excavate in public streets, roads and highways, if any be required.

5. BONDS AND COMPENSATION INSURANCE: The Contractor shall furnish a Surety Bond at least equal to one hundred per cent (100%) of the contract price as security for the faithful performance of this contract, and shall also furnish, for the work above described, a separate Surety Bond in an amount at least equal to one hundred per cent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. The Contractor shall also take out and maintain, during the life of the contract, workmen's compensation insurance for all its employees employed at the site of the work, and, in case any of the work is sublet, The Contractor shall require the subcontractor, similarly, to provide workmen's compensation insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

6. LIABILITY: This Agreement is made upon the express condition that the Goleta Sanitary District and Owners, their officers and agents, are to be free from all liability and claims for damages by reason of any injury to any person or persons, including the officers or agents of the Goleta Sanitary District and Owners, or property of any kind whatsoever and to whomsoever belonging, from any cause or causes whatsoever which may arise from his operations under this contract, whether such operations be by himself or by

any subcontractor or by anyone directly or indirectly employed by either of them. Contractor hereby covenanting and agreeing to indemnify and save harmless the Goleta Sanitary District, Owners, their officers and agents, from all liability, loss, cost, and obligations on account of or arising out of any such injuries or losses however occurring. The Contractor shall take out and maintain, during the life of this contract, such public liability and property damage insurance as shall protect him, the Goleta Sanitary District, the Owners and all their employees, and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death as well as from claims for property damages which may arise from his operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly, or indirectly, employed by either of them. Such public liability and property damage insurance shall be not less than \$100,000.00 for any one person injured, or \$300,000.00 for any one accident, or \$50,000.00 for property damage. These policies shall insure the contingent liability of the Goleta Sanitary District and Owners and copies of such policies are to be placed with the Goleta Sanitary District and Owners. Contractor shall obtain a written obligation by the insurance carriers to notify the Goleta Sanitary District and Owners in writing prior to cancellation thereof.

7. TERMINATION: If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency or if he or any of his subcontractors should violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt

payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owners' Engineer or the Goleta Sanitary District, then the Owners may serve written notice upon the Contractor and his surety of their intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless within five (5) days after the serving of such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five (5) days, cease and terminate.

In the event of any such termination, the Owners shall immediately serve written notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the District written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owners may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owners for any excess cost occasioned the Owners thereby, and in such event the Owners may without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefor. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid



to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owners. The expense incurred by the Owners as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer of the Owners.

8. ASSIGNMENT: Neither the contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by the Contractor without the approval of the Owners, nor without the consent of the surety unless the surety has waived its right to notice of assignment.

9. TIME FOR COMMENCEMENT AND COMPLETION: Work shall commence within five (5) days of the date of execution of the contract. All work under this contract shall be completed within sixty (60) calendar days of the date of this agreement. If the Contractor shall be delayed in said work, by any act or neglect of the Owners, or by strikes, blackouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any act of a foreign power engaged in war with the United

States then the time of completion shall be extended for such reasonable time as the Engineer or the Owners shall recommend. This provision of the contract does not exclude the recovery of damages for delays by either party, except as authorized by this contract.

10. DAMAGES: Should the Contractor fail to complete this contract, and the work provided herein within the time fixed for such completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the Owners for all loss and damage which the latter may suffer on account thereof, and it is hereby understood and agreed that it is and will be impossible to ascertain and determine the actual damage which the Owners will sustain, in the event of any, by reason of such delay;

it is, therefore, agreed that said Contractor will pay to the

Owners the sum of One Hundred Dollars (\$100.00) per day for each and every day's delay beyond the time herein prescribed in finishing the said work as liquidated damages; the said Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that said Owners may deduct the amount thereof from any money due or that may become due said Contractor under this contract.

11. Time is of the essence of this Agreement, the provisions of which shall, subject to the prohibition against assignment in paragraph 8 herein, inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors and assigns.

4-11-1968  
CONTRACTOR

OWNERS

**LEE & NEAL, Inc.**

BOOK 1739 PAGE 79

SEPTIC TANKS CESSPOOLS SEWERS TILE DRAINS  
COMPRESSOR AND DITCHING MACHINE WORK

315 LAGUNA STREET

MAILING ADDRESS . P.O. BOX 477  
SANTA BARBARA, CALIFORNIA

PHONE WOODLAND  
5-5660 or 6-7831

MARCH 7, 1960

Color Const. Associates  
906 Garden Street  
Santa Barbara, Calif.

re; Sewer main for Turnpike Tract

Deber Jans,

This is our estimate for work to be done at the above location;

Item no. 1	2,129.72 ft. of 3" W.L. Sewer Line	@ 33.75 p.ft.	\$11,959.74
2	2,119.45 " " 10" " " " "	@ 4.25 "	\$10,762.66
3	253.72 " " " " " " " " " " "	@ 24.83 "	\$9,013.29
4	Manhole		300.00
5	22 " Fishholes	@ 109.00 each	\$2,400.00
6	Drop Manhole		150.00
7	30' of cradle type	@ 7.25 p.ft.	\$220.00
8	10' " " " "	@ 8.50 "	\$85.00
9	10' " 3" x 4" " "	@ 9.00 "	\$90.00
10	10' " 6" x 4" " "	@ 11.00 "	\$110.00
11	10' " 8" x 4" " "	@ 12.00 "	\$120.00
12	10' " 10" x 4" " "	@ 13.00 "	\$130.00
13	10' " 12" x 4" " "	@ 14.00 "	\$140.00
14	10' " 14" x 4" " "	@ 15.00 "	\$150.00
15	10' " 16" x 4" " "	@ 16.00 "	\$160.00
16	10' " 18" x 4" " "	@ 17.00 "	\$170.00
17	10' " 20" x 4" " "	@ 18.00 "	\$180.00
18	10' " 22" x 4" " "	@ 19.00 "	\$190.00
19	10' " 24" x 4" " "	@ 20.00 "	\$200.00
20	10' " 26" x 4" " "	@ 21.00 "	\$210.00
21	10' " 28" x 4" " "	@ 22.00 "	\$220.00
22	10' " 30" x 4" " "	@ 23.00 "	\$230.00
23	10' " 32" x 4" " "	@ 24.00 "	\$240.00
24	10' " 34" x 4" " "	@ 25.00 "	\$250.00
25	10' " 36" x 4" " "	@ 26.00 "	\$260.00
26	10' " 38" x 4" " "	@ 27.00 "	\$270.00
27	10' " 40" x 4" " "	@ 28.00 "	\$280.00
28	10' " 42" x 4" " "	@ 29.00 "	\$290.00
29	10' " 44" x 4" " "	@ 30.00 "	\$300.00
30	10' " 46" x 4" " "	@ 31.00 "	\$310.00
31	10' " 48" x 4" " "	@ 32.00 "	\$320.00
32	10' " 50" x 4" " "	@ 33.00 "	\$330.00
33	10' " 52" x 4" " "	@ 34.00 "	\$340.00
34	10' " 54" x 4" " "	@ 35.00 "	\$350.00
35	10' " 56" x 4" " "	@ 36.00 "	\$360.00
36	10' " 58" x 4" " "	@ 37.00 "	\$370.00
37	10' " 60" x 4" " "	@ 38.00 "	\$380.00
38	10' " 62" x 4" " "	@ 39.00 "	\$390.00
39	10' " 64" x 4" " "	@ 40.00 "	\$400.00
40	10' " 66" x 4" " "	@ 41.00 "	\$410.00
41	10' " 68" x 4" " "	@ 42.00 "	\$420.00
42	10' " 70" x 4" " "	@ 43.00 "	\$430.00
43	10' " 72" x 4" " "	@ 44.00 "	\$440.00
44	10' " 74" x 4" " "	@ 45.00 "	\$450.00
45	10' " 76" x 4" " "	@ 46.00 "	\$460.00
46	10' " 78" x 4" " "	@ 47.00 "	\$470.00
47	10' " 80" x 4" " "	@ 48.00 "	\$480.00
48	10' " 82" x 4" " "	@ 49.00 "	\$490.00
49	10' " 84" x 4" " "	@ 50.00 "	\$500.00
50	10' " 86" x 4" " "	@ 51.00 "	\$510.00
51	10' " 88" x 4" " "	@ 52.00 "	\$520.00
52	10' " 90" x 4" " "	@ 53.00 "	\$530.00
53	10' " 92" x 4" " "	@ 54.00 "	\$540.00
54	10' " 94" x 4" " "	@ 55.00 "	\$550.00
55	10' " 96" x 4" " "	@ 56.00 "	\$560.00
56	10' " 98" x 4" " "	@ 57.00 "	\$570.00
57	10' " 100" x 4" " "	@ 58.00 "	\$580.00
58	10' " 102" x 4" " "	@ 59.00 "	\$590.00
59	10' " 104" x 4" " "	@ 60.00 "	\$600.00
60	10' " 106" x 4" " "	@ 61.00 "	\$610.00
61	10' " 108" x 4" " "	@ 62.00 "	\$620.00
62	10' " 110" x 4" " "	@ 63.00 "	\$630.00
63	10' " 112" x 4" " "	@ 64.00 "	\$640.00
64	10' " 114" x 4" " "	@ 65.00 "	\$650.00
65	10' " 116" x 4" " "	@ 66.00 "	\$660.00
66	10' " 118" x 4" " "	@ 67.00 "	\$670.00
67	10' " 120" x 4" " "	@ 68.00 "	\$680.00
68	10' " 122" x 4" " "	@ 69.00 "	\$690.00
69	10' " 124" x 4" " "	@ 70.00 "	\$700.00
70	10' " 126" x 4" " "	@ 71.00 "	\$710.00
71	10' " 128" x 4" " "	@ 72.00 "	\$720.00

- Total: 320,194.00

July 28, 1944,

President

State of California )  
County of Santa Barbara ) ss.

On \_\_\_\_\_, before me, the undersigned, a  
Notary Public in and for said County and State personally appeared  
L. E. NEAL, known to me to be the President of the Corporation that  
executed the within Instrument, known to me to be the person who  
executed the within Instrument on behalf of the Corporation therein  
named, and acknowledged to me that such Corporation executed the  
within Instrument pursuant to its by-laws or a resolution of its  
board of directors.

WITNESS my hand and official seal.

(SEAL)

*Arthur A. McGill*  
Notary Public in and for said County  
and State

STATE OF CALIFORNIA )  
County of Santa Barbara ) ss.

On \_\_\_\_\_, before me, the undersigned, a  
Notary Public in and for the County of Santa Barbara, State of  
California, personally appeared JOHN S. GREENE, known to me to be the  
person whose name is subscribed to the within instrument and acknowledged  
that he executed the same.

WITNESS my hand and official seal.

(SEAL)

*Arthur A. McGill*  
Notary Public in and for said County  
and State

STATE OF CALIFORNIA }  
County of Santa Barbara } ss.

On \_\_\_\_\_, before me, the undersigned, a  
Notary Public in and for said County and State personally appeared  
ROBERT L. SCOTT, JR., known to me to be the person whose name is  
subscribed to the within instrument and acknowledged that he executed  
the same.

WITNESS my hand and official seal.

(SEAL)

*William A. King*  
Notary Public in and for said County  
and State

STATE OF CALIFORNIA }  
County of Santa Barbara } ss.

On \_\_\_\_\_, before me, the undersigned, a  
Notary Public in and for the County of Santa Barbara, State of  
California; personally appeared ANTONIO CAVALLI, known to me to be the  
person whose name is subscribed to the within instrument and acknowl-  
edged that he executed the same.

WITNESS my hand and official seal.

(SEAL)

*William A. King*  
Notary Public in and for said County  
and State

STATE OF CALIFORNIA }  
County of Santa Barbara } ss.

On \_\_\_\_\_, before me, the undersigned, a  
Notary Public in and for said County and State personally appeared  
A. D. HAINES, known to me to be the agent of the  
~~person~~ Corporation that executed the within Instrument, known to me to be  
the person who executed the within Instrument on behalf of the Cor-  
~~poration~~ poration therein named, and acknowledged to me that such person Corporation  
executed the within Instrument ~~pursuant to its by-laws or a resolu-~~  
~~tion of its board of directors.~~

WITNESS my hand and official seal.

(SEAL)

John W. [Signature]  
Notary Public in and for said County  
and State



## The Aetna Casualty and Surety Company

Hartford, Connecticut

### CALIFORNIA CONTRACT BOND (PRIVATE WORK)

Pursuant to Section 1181, Code of Civil Procedure

Know all Men by these Presents:

1 THAT WE, **LEE AND NEAL, INC.**  
2 **315 LAGUNA STREET**  
3 **SANTA BARBARA, CALIFORNIA**

4 of  
5 (hereinafter called the Principal), as Principal, and *The Aetna Casualty and Surety Company*, (hereinafter called  
6 the Surety), as surety, are held and firmly bound unto **CALOR CONSTRUCTION ASSOCIATES, JOHN S. GREENE**  
7 **AND EMILY H. GREENE, ANTONIO CAVALLI AND OTTAVIANO CAVALLI, ALPHONSO FARROGAMO, E.**  
8 **H. HOCHIN, ROBERT L. SCOTT AND KATHERINE B. SCOTT, JOINTLY**  
9 **905 GARDEN STREET, SANTA BARBARA, CALIFORNIA**

10 **THIRTY NINE THOUSAND ONE HUNDRED NINETY FOUR AND NO/100** Dollars (\$ **39,194.00**)  
11 for the payment whereof said Principal and Surety bind themselves firmly by these presents.

12 **Whereas**, the Principal has entered into a written contract dated **April 6th** 19**60**  
13 with the Owner, for **TURN KEY SEWER LINE, GOLETA SANITARY DISTRICT, SANTA BARBARA COUNTY,**  
14 **CALIFORNIA.**

15  
16 a copy of which is hereto annexed:

17 **Now, Therefore**, the condition of this obligation is such that if the principal shall indemnify the owner against any  
18 loss or damage directly arising by reason of the failure of the principal to faithfully perform the work contracted to be performed  
19 under said contract, and shall pay, or cause to be paid, in full the claims of all persons performing labor upon or furnishing  
20 materials to be used in or furnishing appliances, teams, or power contributing to such work, then this obligation shall be void,  
21 otherwise to remain in full force and effect.

22 And provided further that if this bond shall become effective as hereinabove provided, it is executed for the purpose of  
23 complying with the laws of the State of California as contained in Section 1181, et seq., Code of Civil Procedure, and all acts  
24 amendatory thereof, and shall inure to the benefit of any and all persons who perform labor upon or furnish materials to be used  
25 in, or furnish appliances, teams, or power contributing to the work described in said contract, and who comply with the provisions  
26 of said Section 1181 of the Code of Civil Procedure with relation to the filing of notices of claims of lien or the giving of  
27 written notices to the surety in accordance with the terms and provisions of said Section 1181 of the Code of Civil Procedure,  
28 and all such persons shall have a right of action to recover upon this bond in any suit brought to foreclose the liens provided  
29 for by said Section 1181 of the Code of Civil Procedure, or in a separate suit brought on this bond. And the Principal and  
30 Surety further agree to pay all just labor claims arising under said contract within two weeks after demand; provided, however,  
31 that the total amount of the surety's liability under this bond, both to the Owner and to the persons furnishing labor or material,  
32 appliances, teams, or power, shall in no event exceed the penalty hereof.

33 Provided, further, no suit or action on this bond shall be maintained by any person or persons named in the last preceding  
34 paragraph, unless the same shall be filed within six months after the completion of said structure or work of improvement, as  
35 "completion" is defined in Section 1193.1 of the Code of Civil Procedure.

36 Provided, however, as to said Owner, the right of recovery shall be upon the following express conditions, the performance  
37 of each of which shall be a condition precedent:

38 **FIRST:** That in the event of any default on the part of the Principal, written notice thereof shall be given to the Surety as  
39 promptly as possible, and in any event within ten (10) days after such default shall have become known to the owner or to any  
40 representative of the Owner authorized to supervise the performance of said contract. Said notice to the Surety shall be addressed  
41 to it by registered United States mail, or served upon it at 220 Montgomery Street, San Francisco, or 810 South Spring Street,  
42 Los Angeles, California. If the Principal shall abandon said contract, or be compelled by the Owner to cease operations there-  
43 under, the Surety shall have the right to proceed or procure others to proceed with the performance of such contract, and all  
44 reserves, deferred payments, and other moneys provided by said contract to be paid to the Principal, shall be paid to the Surety.  
45 at the same times and under the same conditions as by the terms of said contract such moneys would have been paid to the  
46 Principal had the contract been performed by the Principal, and the Surety shall be entitled thereto in preference to any assignee  
47 of the Principal, or any adverse claimant; but if the Owner shall complete or re-let the said contract, all reserves, deferred  
48 payments, or other moneys remaining after payment for such completion shall be paid to the Surety in order to indemnify it

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Branch Office  
220 Montgomery Street, San Francisco  
810 South Spring Street, Los Angeles

The Aetna Casualty  
and Surety Company

This bond and the contract it secures must be recorded prior to the commencement of work in the office of the recorder of the County in which the contract is to be performed in order to limit the owner's liability to the contract price.

County of

FILE 1160

RECORDED AT REQUEST OF  
MAY 2 1960 at 4:26 PM  
RECORDED  
OFFICIAL RECORDS  
Santa Barbara County, Calif.  
JAMES A. FOWLER, Recorder  
Marta A. Lane Deputy

14019

The Aetna Casualty  
and Surety Company  
CALIFORNIA CONTRACT BOND  
PRIVATE WORK

49 against any loss it may suffer or sustain hereunder, or shall be applied as the Surety may direct toward the settlement of any  
50 obligation or liability incurred hereunder.

51 SECOND: That the Owner shall faithfully perform all of the terms, covenants and conditions of said contract on the  
52 part of the Owner contracted to be performed; and shall also retain the last payment and all reserves or deferred payments until  
53 the complete performance of said contract, and until the expiration of the time within which notices of claim or claims of lien by  
54 persons performing work or furnishing materials under said contract may be filed, and until all such claims have been paid,  
55 unless the Surety shall consent, in writing, to the payment of said last payment, reserves, or deferred payments.

56 THIRD: That the Surety shall not be liable for any damages resulting from strikes or labor difficulties, or from mobs,  
57 riots, civil commotion, public enemy, fire, the elements, acts of God, or defect or fault in the plans or specifications referred to  
58 in said contract, or for repair, or reconstruction of any work or materials damaged or destroyed by any of said causes, or for  
59 damages or injury to, or for the death of any person; or under or by virtue of any statutory provision for damages or compensa-  
60 tion for injury to or the death of any employee. This bond does not cover any provision of the contract, or specifications respecting  
61 guarantees of efficiency, or wearing qualities, or for maintenance or repairs, nor does it obligate the Surety to furnish any bond,  
62 policy of obligation other than this instrument.

63 FOURTH: That no suit, action, or proceeding by the Owner to recover on this bond shall be sustained unless the same be  
64 commenced within six months from the completion of said structure or work of improvement, as "completion" is defined in  
65 Section 1193.1 of the Code of Civil Procedure of California, nor shall recovery be had for damages accruing after that date; that  
66 service or writ or process commencing any such suit or action shall be made on or before such date; that the Principal shall be  
67 made a party to any such suit or action and be served with process commencing the same, if the principal can with reasonable  
68 diligence be found.

69 FIFTH: This bond is executed in duplicate, and if it is not recorded by the obligee, an original may be recorded by either  
70 or any of the obligors.

71 SIGNED AND SEALED this 6th day of April, 1960

This bond and the contract it secures must be recorded prior to the commencement of work in the office of the recorder of the County in which the contract is to be performed in order to limit the owner's liability to the contract price.

LEE AND NEAL, INC. (SEAL)

BY: (SEAL)

(SEAL)

The Aetna Casualty and Surety Company

By: Richard P. Horton, Attorney-in-Fact

Attest

Affidavit

STATE OF CALIFORNIA  
COUNTY OF Santa Barbara

SS

On this 6th day of April, 1960, before me, Katherine Hammond  
Notary Public, in and for the County and State aforesaid, duly commissioned and sworn personally appeared  
Richard P. Horton, known to me to be the person whose name is subscribed to the foregoing instrument  
as the attorney-in-fact of The Aetna Casualty and Surety Company, and acknowledged  
to me that he subscribed the name of The Aetna Casualty and Surety Company, thereto as its Surety  
and his own name as attorney-in-fact, respectively.

Notary Public in and for the State of California.

County of Santa Barbara

My Commission Expires March 27, 1961

Katherine A. Hammond

Deputy



GRANT OF RIGHTS IN SEWER LINES

E. H. HOUCHIN hereby grants to the GOLETA SANITARY DISTRICT, a sanitary district organized and existing under Part 1 of Division 6 of the Health and Safety Code of the State of California, all right, title and interest in and to the following:

(1) One-half (1/2) of the capacity rights of all main trunk, interceptor and outfall sewers and appurtenances as distinguished from local street sewers or laterals serving that certain real property described in Exhibit "A" attached hereto and by this reference incorporated herein as a part hereof.

(2) All local street sewers or laterals and appurtenances thereto including all capacity rights therein, as distinguished from main trunk, interceptor and outfall sewers, serving that certain real property described in Exhibit "A" attached hereto and by this reference incorporated herein as a part hereof.

The undersigned represents that said sewer lines and appurtenances are free and clear of all liens and encumbrances and that he has the right to transfer the same and hereby agrees to hold harmless said GOLETA SANITARY DISTRICT from any liens and/or encumbrances on said sewer lines and appurtenances.

In consideration of the above, the GOLETA SANITARY DISTRICT agrees to maintain said sewer lines exclusive of any and all house connection lines which shall be the responsibility of the owner of the property served by said lines.

By accepting said sewer lines the GOLETA SANITARY DISTRICT does not assume any obligation of the undersigned nor does it agree to make any payment to the undersigned for said sewer lines.

It is understood that the operation and maintenance of said lines shall at all times be in conformance with the rules and regulations of the Goleta Sanitary District and the laws of

7856

BOOK 1832 PAGE 780

the State of California.

Dated: 2/7, 1961.

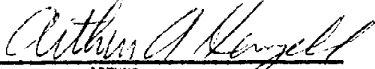
  
E. H. Houchin

STATE OF CALIFORNIA }  
County of Santa Barbara } ss.

On FEB 7 1961, before me, the undersigned,  
a Notary Public in and for the County of Santa Barbara, State of  
California, personally appeared E. H. HOUCHIN, known to me to  
be the person whose name is subscribed to the within instrument and  
acknowledged that he executed the same.

WITNESS my hand and official seal.



  
ARTHUR A. HENZELL  
Notary Public in and for said County  
and State

MY COMMISSION EXPIRES FEBRUARY 20, 1961

EXHIBIT "A"  
ANNEXATION NO. 20 (GREENE PETITION)

Those portions of the Outside Pueblo Lands of the City of Santa Barbara and the Rancho La Goleta, in the County of Santa Barbara, State of California, described as follows:

Beginning at the southeast corner of the tract of land described in the deed to John H. Dresch and Helen E. Dresch recorded July 8, 1954, as Instrument No. 11435 in Book 1252, Page 58 of Official Records, records of said County; thence northerly, along the easterly line of said Dresch parcel to the northeasterly corner thereof; thence, northerly, to the northeast corner of the tract of land described in the deed to the State of California recorded December 29, 1958 as Instrument No. 32412 in Book 1581, Page 288 of Official Records, records of said County, being also a point on the easterly line of "Parcel 1" allotted to Antonio Cavalli and Ottaviano Cavalli in the Decree of Distribution recorded September 24, 1953 as Instrument No. 15385 in Book 1181, Page 212 of Official Records, records of said County; thence, northerly, along the easterly line of said Cavalli tract of land to the northeast corner thereof; being also the southeast corner of the tract of land described in the deed to R. L. Scott, Jr., and Katharine B. Scott, recorded November 15, 1954 as Instrument No. 19869 in Book 1280, Page 181 of Official Records of said County.

thence northerly, along the easterly line of said Scott tract of land, 400.00 feet to a point.

thence, westerly, parallel to the southerly line of said Scott tract of land, 742.15 feet to a point.

thence, northerly, parallel to the westerly line of said Scott tract of land, 377.86 feet to a point.

thence, westerly, parallel to the southerly line of said Scott tract of land, 560.00 feet, more or less, to a point in the easterly line of lot 15, Los Verdes Tract No. 3, according to a map thereof recorded in Book 40, Page 78 of Maps, records of said County.

thence, northerly, along the easterly line of said lot to northeasterly corner of said lot.

thence, westerly, along the northerly line of said lot, and the westerly extension thereof to the intersection with the westerly line of Venado Drive, as said Drive is shown on said map of Los Verdes Tract No. 3.

thence, southerly, along the westerly line of Venado Drive, to the northeasterly corner of lot 42 of said Los Verdes Tract No. 3.

thence, westerly and northwesterly, leaving said westerly line of Venado Drive, along the northerly and northeasterly lines of lots 42, 43, 44, 45, 46, and 47, of said Los Verdes Tract No. 3, to the northeasterly terminus of the common line between lots 47 and 48 of said Los Verdes Tract No. 3; thence, S 50°37'30" W, along said common line between lots 47 and 48, 114.99 feet to a point in the northeasterly line of Los Verdes Drive as said Drive is shown on said map of Los Verdes Tract No. 3; thence, northwesterly along said northeasterly line of Los Verdes Drive, to the intersection with the common line between lots 9 and 10 of Los Verdes Tract No. 2, according to a map thereof recorded in Book 40, Page 40, of Maps, Records of said County; thence, S 50°53'25" W, leaving said northeasterly line of Los Verdes Drive 50.00 feet to the beginning of a non-tangent curve, concave westerly, having a delta of 90 degrees, and a radius of 20.00 feet, the radial to said point bears N 50°53'25" E; thence, southeasterly, southerly, and southwesterly, along the arc of said curve, 31.42 feet to the

EXHIBIT "A"

Page 1

end thereof, being also a point in the northwesterly line of La Gama Way as said Way is shown on said map of Los Verdes Tract No. 2; thence, S 50°53' 25" W, along said northwesterly line of La Gama Way, 225.00 feet to the beginning of a curve concave northerly, having a delta of 90 degrees and a radius of 15.00 feet; thence, southwesterly, westerly, and northwesterly, along the arc of said curve 23.56 feet to the end thereof, being also a point in the northeasterly line of Turnpike Road as said Road is shown on "Subdivision Map of Los Verdes Tract" recorded in Book 15, Page 382, of Maps, records of said County; thence, N 39°06'35" W, along said northeasterly line of Turnpike Road, 615.00 feet to the intersection with the common line between lots 2 and 3 of said Los Verdes Tract; thence, N 50°53'25" E, along said common line between lots 2 and 3, 140.00 feet; thence, N 39°06'35" W, along the northeasterly line of said lot 2 of Los Verdes Tract and the northwesterly prolongation thereof, 150.00 feet to a point in the northwesterly line of "Parcel A" as said Parcel A is shown on said map of Los Verdes Tract, and also shown as Cervato Way on said map of Los Verdes Tract No. 2; thence, S 50°53'25" W, along said northwesterly line of Parcel A or Cervato Way to the beginning of a curve, concave northerly, having a delta of 90 degrees and a radius of 15.00 feet; thence, along said curve, 23.56 feet to the end thereof, being a point in the northeasterly line of Turnpike Road as said Road is shown on said map of Los Verdes Tract; thence, N 39°06'35" W, along said northeasterly line, 177.70 feet to the northwest corner of lot 1 of said Los Verdes Tract; thence, leaving said northwesterly line, westerly to the most easterly corner of the tract of land described as "Parcel 1" in the deed to Harold Goodkind recorded March 13, 1947 as Instrument No. 3318 in Book 731, Page 51 of Official Records, records of said County; thence, N 88°35' 30" W, 131.28 feet to a 6-inch concrete monument with a brass disc marked "R. E. 1564" and shown on a map entitled "Record of Survey of Harold Goodkind Property", filed in Book 28, Page 96, Records of Surveys, records of said County; thence, North 429.10 feet to the centerline of Yaple Avenue; thence, N 89°14' W, with the centerline of Yaple Avenue, 1330.56 feet to the centerline of Old San Marcos Road; thence, southerly with said centerline: S 1°11' W, 663.57 feet to a point; thence leaving said centerline, S 3°16'05" E 243.48 feet to a point in the centerline of Old San Marcos Road; thence, along said centerline, S 1°00' E, 502.41 feet to a brass cap monument; thence, leaving said centerline S 88°33' E, 429.00 feet to a six-inch concrete monument with a brass disc marked "R. E. 1564"; thence, N 56°15' E, 439.58 feet to a six-inch concrete monument with a brass disc marked "R. E. 1564", being also a point in the southwesterly line of the tract of land described as "second" parcel in the deed to John S. Greene, et ux, recorded October 21, 1946 as Instrument No. 16026 in Book 705, Page 313, of Official Records, records of said County; thence, southeasterly along the southwesterly line of said Greene "second" parcel to the most southerly corner thereof, being also a point on the westerly line of Cathedral Oaks Tract as shown on the map thereof recorded in Book 45, Page 8 of Maps, records of said County; thence, N 0°15' W, along said westerly line to the most westerly corner of said Cathedral Oaks Tract; thence, N 70°27' E along the northerly line of said Tract, 373.32 feet to an angle point in said line; thence, N 55°09'55" E, along said northerly line to the intersection with the southwesterly line of Turnpike Road as said Road is shown on said map of Cathedral Oaks Tract; thence, S 39°06'35" E along said southwesterly line of Turnpike Road, 577.63 feet to the beginning of a curve to the right, having a radius of 343.00 feet; thence, in a general southeasterly direction, along the arc of said curve, to the intersection with the westerly prolongation of the southerly line of said Los Verdes Tract No. 3; thence, S 88°50' E to and along said southerly line of Los Verdes Tract No. 3 to the southeasterly corner of said Los Verdes Tract No. 3, being also a point in the westerly line of the hereinbefore mentioned Scott tract of land; thence, leaving said boundary of Los Verdes

EXHIBIT "A"

Page 2

## EXHIBIT "A"

Tract No. 3, southerly along the westerly line of said Scott tract of land to the southwesterly corner thereof, being also the northwesterly corner of the tract of land described in the deed to Alfonso Ferragamo recorded January 17, 1935 as Instrument No. 439 in Book 330, Page 40 of Official Records, records of said County.

thence, easterly, along the northerly line of said Ferragamo tract of land to the northeasterly corner thereof, being also the northwesterly corner of the hereinbefore mentioned Cavalli tract of land.

thence, southerly, along the easterly line of said Ferragamo tract of land, 307.56 feet to a point.

thence, westerly, parallel to the northerly line of said Ferragamo tract of land, 660.00 feet, more or less to a point in the westerly line of said Ferragamo tract of land.

thence, southerly, along said westerly line to the intersection with the northerly line of the tract of land described in the deed to the State of California, recorded November 3, 1958 as Instrument No. 27043, in Book 1567, Page 208 of Official Records, records of said County; thence, easterly along said northerly line to the northerly line of the tract of land described in the deed to the State of California, recorded December 29, 1958 as Instrument No. 32412 in Book 1581, Page 288 of Official Records, records of said County; thence, easterly along the last mentioned northerly line to the intersection with the northerly prolongation of the westerly line of the hereinbefore mentioned Dresch tract of land; thence, southerly to and along said westerly line of said Dresch tract of land to the southwesterly corner thereof; thence, easterly, along the southerly line of said Dresch tract of land to the point of beginning.

EXHIBIT "A"

Page 3

CERTIFIED COPY OF RESOLUTION OF  
GOLETA SANITARY DISTRICT

STATE OF CALIFORNIA }  
County of Santa Barbara } ss.

The undersigned, A. E. CLANCY, hereby certifies that he is now, and at all times herein mentioned, has been the duly elected, qualified and acting Secretary of the Goleta Sanitary District. That the following is a full, true and correct copy of a Resolution duly adopted by the Governing Board of said District at a regular meeting thereof duly held on FEB 20, 1961, at which meeting a quorum of said Board was at all times present and acting; and that said Resolution has not been modified or rescinded, and is at the date of this certificate in full force and effect:

"WHEREAS, ROBERT L. SCOTT, JR. and KATHERINE B. SCOTT, husband and wife, E. H. HOUGHIN, LOS VERDES CORPORATION, a California corporation, CALOR CONSTRUCTION, ASSOCIATES, ALBERT BORGARO and ANTONIO CAVALLI and OTTAVIANO CAVALLI have delivered to the Goleta Sanitary District Grants of Rights in Sewer Lines in a certain portion of the County of Santa Barbara; and

"WHEREAS, this Governing Board finds that it is in the best interests of said District to accept said Grants of Rights in Sewer Lines;

"NOW, THEREFORE, be it hereby resolved as follows:

- "1. That aforesaid Grants of Rights in Sewer Lines be, and the same are hereby accepted by the Goleta Sanitary District;
- "2. That the Secretary of the District cause said Grants of Rights in Sewer Lines to be recorded in the office of the County Recorder of the County of Santa Barbara, State of California.
- "3. That a certified copy of this Resolution be attached to said Grants of Rights in Sewer Lines prior to recordation."

The undersigned has executed this certificate and affixed the seal of said District on FEB 20 1961



*A. E. Clancy*  
A. E. Clancy, Secretary of Goleta  
Sanitary District

Subscribed and sworn to before me  
this 20th day of February, 1961.



ARTUR A. HERZELL  
Notary Public in and for the County of  
Santa Barbara, State of California

MY COMMISSION EXPIRES FEBRUARY 20, 1965

7856

RECORDED AT REQUEST OF  
*Goleta Sanitary District*  
MAR 1961 4:30 PM  
BOOK 1832 PAGE 779  
OFFICIAL RECORDS  
Santa Barbara County, Calif.  
JAMES C. FOWLER, Recorder  
*James C. Fowler* Deputy  
NO FEE

////// END OF DOCUMENT //////////////////////////////////////

RECORDING REQUESTED BY  
GOLETA SANITARY DISTRICT

WHEN RECORDED MAIL TO

Goleta Sanitary District  
Cavalletto, Webster, Mullen  
& McCaughy  
112 East Victory Street  
Santa Barbara, California

53746

BOOK 2026 PAGE 1311

RECORDED AT REQUEST OF

*Cavalletto, Webster, Mullen & McCaughy*

BOOK 2026 PAGE 1311

Dec 19 4 09 PM '63

OFFICIAL RECORDS  
SANTA BARBARA CO., CALIF.  
NITA VAN BUSKIRK, RECORDER

NO FEE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PROJECT Annex. No. 54 (Lucian No. 2-Turnpike Road)

PROJECT NO.

EASEMENT NO.

## EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**WILLIAM E. McCULLOUGH and GERTRUDE E. McCULLOUGH, husband and wife,**  
as joint tenants,

do hereby GRANT to the GOLETA SANITARY DISTRICT, County of Santa Barbara, State of California, its successors and assigns, an easement and right-of-way for sewer purposes, and the right to lay, construct, use, operate, maintain, reconstruct, alter, add to, repair, replace and remove underground pipelines, and appurtenances thereto, for the purpose of conveying sewage through, over, under and across the real property hereinafter described, together with the right to excavate and refill ditches and trenches for said pipelines and appurtenances, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction or maintenance of said pipelines and appurtenances. Said real property is situated in the County of Santa Barbara, State of California and is described as follows:

That portion of the Outside Pueblo Lands of the City of Santa Barbara, State of California, being a strip of land ten (10) feet wide lying five (5) feet on each side of the following described center line:

Beginning at the southeasterly terminus of the 4th course of the Grant of Easement from Alfonso Ferragamo to the Goleta County Sanitary District, recorded February 2, 1960 as Instrument No. 3564 in Book 1711, Page 309 of Official Records, records of said County;

Thence, S. 25°54'37" W. a distance of 10 feet, more or less, to a point in the northerly line of the tract of land described in the deed from Alfonso Ferragamo to the State of California, recorded November 3, 1958 as Instrument No. 27043 in Book 1567, Page 208 of Official Records, records of said County.

The side lines of said 10 foot wide strip to be prolonged and shortened so as to terminate in the side lines of said hereinbefore mentioned easement to the Goleta Sanitary District and the northerly line of said hereinbefore mentioned State of California tract of land.

53746

BOOK 2026 PAGE 1312

The Grantee, its successors and assigns and its respective agents, employees and contractors shall have the right of ingress to and egress from said pipelines and appurtenances and every part thereof, at all times, together with the right to deposit tools, implements, and other materials thereon whenever and wherever necessary for the purposes set forth herein.

Grantee shall be liable for any and all damage to the above described property and all damage to crops caused by it in the exercise of any of the rights granted herein, and agrees to restore all roadways and other surface improvements together with all unimproved surfaces as nearly as possible to their grade and condition immediately prior to the exercise of any rights granted herein.

Dated: ✓

William E. McCullough  
William E. McCullough

Gertrude E. McCullough  
Gertrude E. McCullough

## ACKNOWLEDGMENT OF GRANTOR

(Individual)

STATE OF CALIFORNIA, COUNTY OF Santa Barbara ss.

On Dec 10, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIAM E. McCULLOUGH and GERTRUDE E. McCULLOUGH

known to me to be the person whose name s are subscribed to the within Instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

(SEAL)



Gordon L. Reisig  
(Notary Signature Line)

(Notary's name shall be typed or  
legibly printed)  
Notary Public in and for said County  
and State

GORDON L. REISIG  
My Commission Expires April 12, 1964



53746

BOOK 2026 PAGE 1313

# ACKNOWLEDGMENT OF GRANTOR (Corporation)

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_: ss.

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ President, and \_\_\_\_\_ known to me to be the \_\_\_\_\_ Secretary of the Corporation that executed the within Instrument known to me to be the persons who executed the within Instrument on behalf of the said Corporation and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(SEAL)

(Notary Signature Line)

(Notary's name shall be typed or  
legibly printed)  
Notary Public in and for said County  
and State

My Commission Expires \_\_\_\_\_

# ACKNOWLEDGMENT OF GRANTOR (Partnership)

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_: ss.

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

known to me to be the partner(s) of the partnership that executed the within Instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

(SEAL)

(Notary Signature Line)

(Notary's name shall be typed or  
legibly printed)  
Notary Public in and for said County  
and State

My Commission Expires \_\_\_\_\_

# CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the within EASEMENT DEED to the GOLETA SANITARY DISTRICT, a governmental agency, is hereby accepted by authority of the Governing Board of said District by

Resolution dated **DEC 1 6 1963**, and the Grantee consents to recordation thereof by its duly authorized officer.

WITNESS my hand and the seal of said District.

Dated: **DEC 1 6 1963**

*[Signature]*  
Secretary of Goleta Sanitary District  
and the Governing Board Thereof.



/// END OF DOCUMENT ///

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY

POST OFFICE BOX 700  
VENTURA, CALIFORNIA  
ATTENTION: R/W & LAND DEPARTMENT

364

BOOK 2257 PAGE 1045

RECORDING REQUEST OF  
SOUTHERN CALIFORNIA EDISON COMPANY

BOOK 2257 PAGE 1045  
JAN 6 8 00 AM '69

OFFICIAL RECORDS  
SANTA BARBARA CO., CALIF.  
4 TA VAN HUSKIN, RECORDER

FEE \$2.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT (INDIVIDUAL)

THE GRANTORS, WILLIAM E. McCULLOUGH and GERTRUDE E. McCULLOUGH, as community property, hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, an easement and right of way to install, use, maintain, alter, add to, repair, replace, inspect and/or remove, aerial electric lines and communication lines consisting of overhanging crossarms, wires, cables, conduits, and necessary appurtenances for conveying electric energy for any and all purposes, over and across that certain real property in the County of Santa Barbara, State of California, described as follows:

The westerly 3 feet of Lot 3 of the Outside Pueblo Lands of the City of Santa Barbara, in the County of Santa Barbara, State of California as described in that certain deed to the Grantors herein, recorded October 11, 1968 as Document 31300 in Book 2247, page 1283 of Official Records, in the office of the Recorder of said County.

DOCUMENT 31300 IN BOOK 2247, PAGE 1283  
S. CALIF. EDISON CO. BY AS AGENT NONE

DISTRICT  
SOUTHERN CALIFORNIA EDISON COMPANY  
WORK ORDER  
6049  
2040  
IDENTITY  
8-0484  
MAY 1968  
60-56  
APPROVED  
R/W & LAND  
DEPARTMENT  
BY REH:ko  
DATE  
12-2-68

The Grantee, its successors and assigns, and its and their respective contractors, agents and employees, shall have the right to trim or top such trees as may endanger or interfere with said electric lines and/or communication lines and shall have free access to said lines and every part thereof, at all times, for the purpose of exercising the rights herein granted.

IN WITNESS WHEREOF, the Grantors, William E. McCullough and Gertrude E. McCullough, have executed this instrument this 11 day of December, 1968.

Witness:

Signature of Grantor(s):

Richard E. Herring  
Richard E. Herring

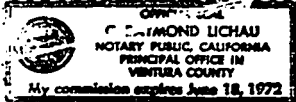
William E. McCullough  
Gertrude E. McCullough  
WILLIAM E. McCULLOUGH  
GERTRUDE E. McCULLOUGH

STATE OF CALIFORNIA.  
COUNTY OF VENTURA

364

On December 17, 1968 before me, the undersigned, a Notary Public in and for said County and said State, personally appeared RICHARD E. HERRIN, personally known to me to be the person whose name is subscribed to the within Instrument as a Witness thereto, who being by me duly sworn deposes and says: That he resides in VENTURA COUNTY and that he was present and saw WILLIAM E. McCULLOUGH and GERTRUDE E. McCULLOUGH personally known to him to be the same persons described in and whose names are subscribed to the within and annexed Instrument as the Parties thereto, execute and deliver the same, and they acknowledged to said affiant that they executed the same; and that said affiant subscribed his name thereto as a Witness.

WITNESS my hand and official seal.



(Seal)

Raymond Lichau  
Notary Public in and for said County and State

////// END OF DOCUMENT //

RECORDING REQUESTED BY  
SECURITY UNION TITLE INSURANCE COMPANY  
AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHER  
WISE SHOWN BELOW, MAIL TAX STATEMENTS TO

NAME  
ADDRESS  
CITY & STATE ZIP  
COUNTY OF SANTA BARBARA  
REAL PROPERTY DIVISION  
P.O. BOX 91610  
SANTA BARBARA, CA 93190-160

Title Order No. 204497 Escrow No.

93-016826 Total .00  
Recorded  
Official Records  
County of  
Santa Barbara  
Kenneth A Pettit  
Recorder  
9:17am 4-Mar-93 COSB BB 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO FEE PER  
GOV. CODE 6103

EASEMENT

**GRANT DEED**

APN: 59-140-04

The undersigned declares that the documentary transfer tax is \$ NONE and is  
☐ computed on the full value of the interest or property conveyed, or is  
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,  
tenements or realty is located in  
☒ unincorporated area ☐ city of \_\_\_\_\_ and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT, A PUBLIC CORPORATION

hereby GRANT(S) to

THE COUNTY OF SANTA BARBARA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

the following described real property in the  
county of SANTA BARBARA, state of California:

AN EASEMENT FOR HIGHWAY SLOPES AND TEMPORARY CONSTRUCTION PURPOSES,  
AS MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A" AND "B".

Dated 5/28/92

  
SANTA BARBARA METROPOLITAN TRANSIT  
DISTRICT, A PUBLIC CORPORATION

STATE OF CALIFORNIA

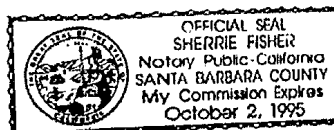
COUNTY OF Santa Barbara ss.

On this the 1st day of December 19 92 before me the undersigned, a  
Notary Public in and for said County and State, personally appeared N. Robert Maines

\_\_\_\_\_, personally known  
to me or proved to me on the basis of satisfactory evidence to be the  
person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument  
and acknowledged that \_\_\_\_\_ executed the same.

  
Signature of Notary

FOR NOTARY SEAL OR STAMP



Assessor's Parcel No. \_\_\_\_\_

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

Stock No. C/L-01/SU (5-88)

# ALL-PURPOSE ACKNOWLEDGMENT

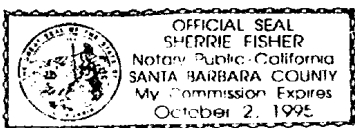
NO 209

State of California  
County of Santa Barbara

On December 1, 1998 Before me, Sherrie Fisher, Notary Public  
DATE NAME/TITLE OF OFFICER (E.G. JANE DOE, NOTARY PUBLIC)

personally appeared N. Robert Mames  
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
Witness my hand and official seal.



Sherrie Fisher  
SIGNATURE OF NOTARY

## CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S)
- ☒ CORPORATE  
OFFICER(S) Chair of Board  
TITLE(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN-CONSERVATOR
- ☐ OTHER: \_\_\_\_\_

## SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Santa Barbara Metropolitan  
Transit District

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

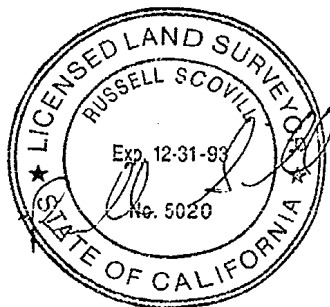
Title or Type of Document Easement Deed  
Number of Pages 3 Date of Document 5/28/92  
Signer(s) Other Than Named Above \_\_\_\_\_

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

That portion of Pueblo Lot 3 of the Outer Pueblo Lands of the City of Santa Barbara in the County of Santa Barbara, State of California, described as follows:

The Westerly 20 feet of the Easterly 75 feet of that portion of said Lot 3 shown on the map filed in Book 84, Page 54 of Record of Surveys in the office of the Santa Barbara County Recorder.

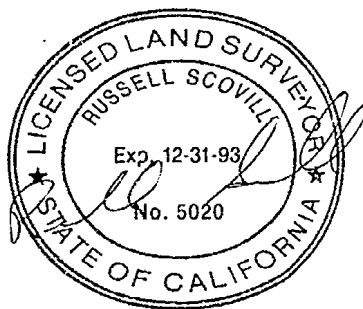


0 EXHIBIT "B"

SLOPE EASEMENT

That portion of Pueblo Lot 3 of the Outer Pueblo Lands of the City of Santa Barbara in the County of Santa Barbara, State of California, described as follows:

The Westerly 35 feet of the Easterly 55 feet of that portion of said Lot 3 shown on the map filed in Book 84, Page 54 of Record of Surveys in the office of the Santa Barbara County Recorder.



Form 494732 (Rev. 6-59)

Individual - General

RECORDING REQUESTED BY

GENERAL TELEPHONE COMPANY OF CALIFORNIA

When Recorded Mail to

GENERAL TELEPHONE COMPANY OF CALIFORNIA

101 West Canon Pordido  
Santa Barbara, California

43607

BOOK 2016 PAGE 1141

RECORDED AT REQUEST OF  
GENERAL TELEPHONE CO. OF CALIF.BOOK 2016 PAGE 1141  
OCT 14 9 00 AM '63OFFICIAL RECORDS  
SANTA BARBARA CO., CALIF.  
RITA VAN DUSEN, RECORDER

FEE \$3.60

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## GRANT OF EASEMENT

JOHN A. LUCIAN and COLIN CLARE, both married men, each as to an undivided one-half interest, in their sole and separate property, hereby grant to the GENERAL TELEPHONE COMPANY OF CALIFORNIA, a corporation, hereinafter referred to as GRANTEE, its successors and assigns, an easement to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities, consisting of poles, cables, crossarms, wires, anchors, guys, braces, underground conduits, manholes, and appurtenances, for the transmission of electric energy for communication and other purposes upon, over, in, under, across, and along that certain real property situated in the County of Santa Barbara, State of California, described as follows:

Said real property is described as follows:

The Easterly 10 feet of that portion of the Rancho La Goleta, in the County of Santa Barbara, State of California, according to the portion survey and map of said Rancho, made by Edmund Pew, on file in the office of the County Clerk, of said County and State, in the matter of the Estate of Daniel A. Hill, deceased (Case No. 8989), described as follows:

Commencing at Post Number 4, of said Partition map and survey; running thence South 462.65 feet along the Easterly line of said Rancho, to the Southeast corner of the property conveyed to Goleta Union School District, of Santa Barbara County, recorded May 18, 1956, as Instrument No. 9695 of Official Records, said corner also being the true point of beginning; thence continuing South along said Easterly line, 949.35 feet to its intersection with the Northerly line of the tract of land granted by John Pickett to Southern Pacific Railroad Company, a corporation, by deed dated February 6, 1900 and recorded in Book 69 at Page 446 of Deeds, records of said County; thence along said last mentioned line, in a general Westerly direction, 920 feet, more or less, to the intersection of said line with the center line of a public road leading from Hollister Avenue to "Cathedral Oaks"; thence North along said center line of said road, 906.82 feet, more or less, to the Southwest corner of that certain tract of land described in the deed to Goleta, Union School District, of Santa Barbara County, above mentioned; thence South 88° 51' 30" East along the Southerly line of the last mentioned property 973.25 feet to the true point of beginning.

EXCEPTING THEREFROM the portion thereof conveyed to the State of California by deed recorded March 1, 1960, as Instrument No. 6530 in Book 1719, Page 110 of Official Records.

ALSO a strip of land 10 feet in width, the Northerly line of which is described as follows:

Beginning at the above described Post No. 4, thence North 88° 51' 30" West 973.35 feet.

ALSO a strip of land 10 feet in width, the centerline of which is described as follows:

Beginning at a point located North 88° 51' 30" West 50 feet from said Post No. 4, thence Southeasterly 71 feet, more or less, to a point located South 00° 26' West 50 feet from said Post No. 4.

THE GRANTEE, its successors and assigns and their respective agents and employes, shall have the right of ingress to and egress from said easement and every part thereof, at all times, for the purpose of exercising the rights herein granted and shall have the right to trim or top trees and/or such other

728-4000C C 601 R 2 1141  
R/W. O. 728-6346  
Div. W.O. 728-3000C (431)

43607

BOOK 2016 PAGE 1142

growth to any endanger or interfere with the use of said easement. Such rights shall be reasonably exercised and the Grantee shall be liable for any damage negligently done by it to the above described property.

IN WITNESS WHEREOF, the Grantor, he, executed this agreement this 2nd day of October, 1963

John A. Lucian  
JOHN A. LUCIAN

GRANTORS:

Colin Clare  
COLIN CLARE

43607

STATE OF CALIFORNIA  
COUNTY OF Santa Barbara } ss.

On October 2, 1963  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared  
Colin Clare

known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he executed the same.

(Seal)  
Velma Dorsey  
(Notary Signature Here)  
VELMA DORSEY

My Commission Expires Oct. 15, 1966  
("His name (notary's) shall be typed or legibly printed")  
(Sec. 8205 - Government Code 1959)

Misc-166 (Rev. 2-60) (GS) Ack General (Photo Form)  
2-17-64 (8 pt.)

STATE OF CALIFORNIA  
COUNTY OF Santa Barbara } ss.

On this 2nd day of October, 1963, before me, Velma Dorsey, a Notary Public in and for said County and State, personally appeared  
John A. Lucian

known to me to be the person whose name is/are subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

728-30000C (431)  
(SEAL)

728-44000E C 601

Velma Dorsey  
Notary Public in and for said County and State  
VELMA DORSEY  
My Commission Expires Oct. 15, 1966

R/W N.O.

////// END OF DOCUMENT //////////////////////////////////



51615

BOOK 2024 PAGE 1137

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

RECORDED AT REQUEST OF  
ED. CALIF. EDISON CO.  
BOOK 2024 PAGE 1137  
Dec 6 9 46 AM '63OFFICIAL RECORDS  
SANTA BARBARA CO. CALIF.  
RAY VAN BUREN, RECORDER

FEE \$2.00

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY  
SOUTHERN CALIFORNIA EDISON COMPANY  
P.O. Box 839  
Santa Barbara, California  
Attention Right of Way and Land Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT  
(INDIVIDUAL)

JOHN A. LUCIAN and COLIN CLARE, both married men, each as to an undivided one-half interest, as their sole and separate property, hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, an easement and right of way to construct, use, maintain, alter, add to, repair, replace and/or remove, in, on, and over the real property hereinafter described, situated in the County of Santa Barbara, State of California, an electric line, consisting of poles, necessary guys and anchors, cross-arms, wires and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes.

Said real property is described as follows:

The Easterly 10 feet, and the Northerly 10 feet, of that portion of the Rancho La Goleta, in the County of Santa Barbara, State of California, according to the partition survey and map of said Rancho made by Edmund Pero, on file in the office of the County Clerk of said county, in the matter of the Estate of Daniel A. Hill, deceased (Case No. 8989), which said portion was conveyed to the Grantors herein by the deed recorded March 3, 1961, in Book 1831, page 775 of Official Records of said county.

Dist.  
S. Bar.  
6049-  
W.O.  
1040  
3-1950  
M.S.  
65-56  
APPVD.  
BY  
ALH  
DATE  
11-25-63

The Grantee, its successors and assigns, and its and their respective agents and employees, shall have the right to trim or top such trees as may endanger or interfere with said electric line, and shall have free access to said electric line and every part thereof, at all times, for the purpose of exercising the rights herein granted.

IN WITNESS WHEREOF, the Grantors, have executed this instrument this 3rd day of Dec., 1963.

Witness:

Signature of Grantor(s):

JOHN A. LUCIAN

COLIN CLARE

STATE OF CALIFORNIA,

COUNTY OF Santa Barbara

On this 3rd day of December, 1963, before me, a Notary Public in and for said County of Santa Barbara, personally appeared JOHN A. LUCIAN and COLIN CLARE, persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

HEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public in and for said County and State.

VELMA DORSEY

(My Commission Expires Oct. 15, 1964)

/// END OF DOCUMENT ///

31055

BOOK 2061 PAGE 41

1/3-4

Project No.  
Project: Lucian Turnpike Plaza  
Parcel No. 1

**EASEMENT DEED**

**JOHN A. LUCIAN and COLIN CLARE**

-----  
and SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,  
bodies corporate and politic,  
do hereby GRANT to the COUNTY OF SANTA BARBARA/a perpetual easement and right of  
way for drainage purposes in, on and over the real  
property in the County of Santa Barbara, State of California, described as:

That portion of the Rancho La Goleta in the County of Santa  
Barbara, State of California, being a strip of land ten (10) feet  
wide lying five (5) feet on each side of the following described  
line:

Commencing at a point in the Northerly right-of-way line of  
Calle Real, as shown on a map of a survey filed in Book 67, Page 34  
of Record of Surveys, in the office of the County Recorder of said  
County, said point being the point of intersection of said Northerly  
line with the Easterly line of Dexter Drive as shown on said map;

Thence, N. 11°57'56" E., leaving said point of intersection and  
along the Easterly line of said Dexter Drive 6.78 feet to the TRUE  
POINT OF BEGINNING.

Thence, S. 78°02'04" E., leaving said line, 42.10 feet to an  
intersection with said Northerly right-of-way line of Calle Real  
from which the Point of Commencement bears N. 87°11'00" W., along  
said Northerly line, 42.64 feet.

The side line of said ten (10) foot wide strip to be prolonged  
and shortened Easterly so as to terminate in said Northerly line of  
Calle Real.

31055

Grantors, for themselves, their heirs, successors and assigns, do hereby release, grant, its officers, employees and agents, from any and all liability arising out of the use of said land for the purposes stated or implied herein.

DATED: June 17, 1964

Witness

## ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA, COUNTY OF Santa Barbara, ss. Deputy County Recorder  
On June 17, 1964, before me, the undersigned, a Notary Public in and for said  
County and State, personally appeared John A. Lucian and Colin Clare

known to me to be the person whose name is subscribed to the within Instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

CERTIFICATE OF ACCEPTANCE  
J. R. Atchley  
DEPUTY COUNTY RECORDER

State of California, ss.  
County of Santa Barbara, ss.

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant dated  
June 17, 1964, from John A. Lucian and Colin Clare

to the County of Santa Barbara, & Santa Barbara County Flood Control & Water Conservation  
State of California, a political corporation and/or governmental agency, is hereby accepted by Order of the District  
Board of Supervisors of the County of Santa Barbara on June 29, 1964  
and the grantee consents to recordation thereof by its duly authorized officer.

WITNESS my hand and the seal of said Board this  
29th day of June, A.D.  
19 64  
By E. E. Lewis Clerk.  
By Edna D. Lewis Deputy Clerk.

## APPROVALS

THIS SPACE FOR COUNTY RECORDER'S USE

Approved as to form by <u>County Counsel</u> <u>R.K. Cutler</u>	
CARL E. VOGEL RIGHT OF WAY AGENT COUNTY COURT HOUSE SANTA BARBARA CALIF.	

Recorded at request of, and return to:  
Santa Barbara County Right of Way Dept.,  
Court House, Santa Barbara, California

31055

BOOK 2061 PAGE 43

### ACKNOWLEDGMENT OF GRANTOR (Corporation)

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ President, and

known to me to be the \_\_\_\_\_ Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the said Corporation and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said County  
and State.

### ACKNOWLEDGMENT OF GRANTOR (Partnership)

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

known to me to be the partner(s) of the partnership that executed the within Instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said County  
and State.

### ACKNOWLEDGMENT OF SUBSCRIBING WITNESS

STATE OF CALIFORNIA, COUNTY OF San Diego ss: Deputy County Recorder

On this May 14 1964 before me, the undersigned, a \_\_\_\_\_ in and for said County and State, personally appeared Mary Smith, personally known to me to be the person whose name is subscribed to the within Instrument, as a Witness thereto, who being by the duly sworn, deposes and says: That she resides in San Diego County, and that she was present and saw \_\_\_\_\_

personally known to \_\_\_\_\_ to be the same person described in and whose name \_\_\_\_\_ subscribed to the within and annexed Instrument as \_\_\_\_\_ thereto, execute and deliver the same, and \_\_\_\_\_ acknowledged to said affiant that \_\_\_\_\_ executed the same; and that said affiant subscribed \_\_\_\_\_ name thereto as a Witness.

WITNESS my hand and official seal.

CARL E. VOGEL  
DEPUTY COUNTY RECORDER

31055

RECORDED AT REQUEST OF

P. W. agent

BOOK 2061 PAGE 41

JUN 20 10 50 AM '64

OFFICIAL RECORDS

SAN DIEGO CO. CALIF.

NOT FOR RECORDING, RE-ENTRY

NO FEE

END OF DOCUMENT

Recording requested  
by and return to:

GOLETA WATER DISTRICT  
P.O. BOX 788  
GOLETA, CA 93116

84-17452

APR 4 11 44 AM '84

OFFICIAL RECORDS  
SANTA BARBARA CO., CALIF.  
HOWARD C. MENZEL  
CLERK-RECORDER

4/9/84

5.00 RE

MEMORANDUM OF AGREEMENT

This Memorandum is executed by and between GOLETA WATER DISTRICT and John A. Lucian, General Partner, Ltd. Partner to give notice to all persons now or hereafter having an interest in the real property described herein, that by "GOLETA WATER DISTRICT ADDITIONAL WATER SERVICE FACILITIES AND SERVICE PERMIT NO. 22 Amended", on file at said District office at 4699 Hollister Avenue, Santa Barbara, California, water service to the real property described herein is subject to certain terms and conditions not common to other property within the District, the violation of which may cause water service to be reduced, suspended, or permanently terminated. Said "ADDITIONAL WATER SERVICE FACILITIES AND SERVICE PERMIT NO. 22 Amended" should be referred to for the full particulars of such terms and conditions.

The real property affected by this Memorandum is situated in the full unincorporated area of the County of Santa Barbara, State of California, more particularly described as INSTRUMENT NO. #1039 dated Jan. 12, 1966, recorded in BOOK 2135, PAGE Page 1423 of Official Records, Santa Barbara County, California.

GOLETA WATER DISTRICT

Date: 5 March 84

By: Patricia Shewczyk  
Patricia Shewczyk, President (SEAL)

Attest: Lloyd C. Fowler  
Lloyd C. Fowler, P.E.  
Secretary

PARTIES HAVING AN INTEREST IN SAID PROPERTY

Date: Feb. 27, 1984

Name: John A. Lucian  
General Partner, Ltd. Partner  
Interest: (owner)  
Turnpike Lodges, a limited partnership  
Name: \_\_\_\_\_  
Interest: \_\_\_\_\_

84-17452

STATE OF CALIFORNIA  
COUNTY OF SANTA BARBARA

SS.



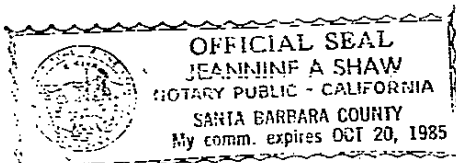
On this 5th day of March, in the year 1984,  
before me, Jeannine A. Shaw, Notary Public in and  
for said County and State, personally appeared Patricia Shewczyk  
XXXXXXX, known to me to be President of the Board  
of Directors, and Lloyd C. Fowler  
known to me to be Sec. to the Bd. of Dir. of the GOLETA  
COUNTY WATER DISTRICT and known to me to be the persons who  
executed the within instrument on behalf of said political  
subdivision, and acknowledged to me that such GOLETA COUNTY  
WATER DISTRICT executed the same.

*Jeannine A. Shaw*  
Notary Public in and for Said County and State

Form - GCWD

State of California  
County of Santa Barbara

SS.



On this the 27th day of February 19 84, before me,  
Jeannine A. Shaw,  
the undersigned Notary Public, personally appeared  
John A. Lucian

known to me to be one of the partners of the  
partnership that executed the within instru-  
ment, and acknowledged to me that such partner-  
ship executed the same.

*Jeannine A. Shaw*  
Notary Public in and for Said County and State

Recording requested  
by and return to:

1986-036444

1986 JUN 19 AM 11:14

GOLETA WATER DISTRICT  
P.O. Box 788  
Goleta, CA 931161 6/19/86  
2 6/19/86  
3 6/19/865.00 RE  
1.00 RE  
3.00 AU

3

CANCELLATION OF MEMORANDUM OF AGREEMENT  
AND WATER SERVICES PERMIT NO. 22 Amended

A Water Services Permit No. 22 was executed between  
Goleta Water District and John A. Lucian, Gen Partner, Ltd. Partner  
on 27 February 1984 and a Memorandum thereof was recorded  
on 4 April 1984 as Instrument No. 84-17452 in the  
Official Records of the County of Santa Barbara.

The real property affected hereby is described in Instrument  
No. 84-17452 dated 4 April 1984 recorded in Book -----  
Page ----- of Official Records, Santa Barbara County, California.

This Memorandum and the Water Services Permit to which it refers  
are hereby cancelled and of no further force or effect and all parties  
thereto are discharged from any further obligations thereunder.

Date: 8 May '86

GOLETA WATER DISTRICT

Attest:

Secretary

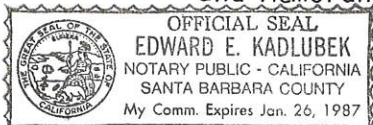
By:

President

(Seal)

## CONSENT OF LANDOWNERS

The undersigned, being the parties to or successors of the  
parties to the above referenced Water Services Permit No. 84-17452  
and Memorandum hereby consent to the foregoing cancellation.



Edward E. Kadlubek  
AT SANTA BARBARA CA. ON  
19 APRIL 1985.

John A. Lucian



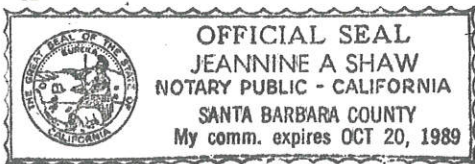
STATE OF CALIFORNIA  
COUNTY OF SANTA BARBARA

SS.

On this 9th day of May, in the year 1986,  
before me, Jeannine A. Shaw, Notary Public in and  
for said County and State, personally appeared Lloyd C.  
Fowler, known to me to be Secretary to the  
Board of Directors

of the GOLETA

WATER DISTRICT and known to me to be the person who  
executed the within instrument on behalf of said political  
subdivision, and acknowledged to me that such GOLETA  
WATER DISTRICT executed the same.



Jeannine A. Shaw  
Notary Public in and for Said County and State

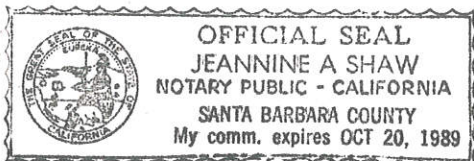
STATE OF CALIFORNIA  
COUNTY OF SANTA BARBARA

SS.

On this 8th day of May, in the year 1986,  
before me, Jeannine A. Shaw, Notary Public in and  
for said County and State, personally appeared Donald W.  
Weaver, known to me to be President of the  
Board of Directors

of the GOLETA

WATER DISTRICT and known to me to be the person who  
executed the within instrument on behalf of said political  
subdivision, and acknowledged to me that such GOLETA  
WATER DISTRICT executed the same.



Jeannine A. Shaw  
Notary Public in and for Said County and State

State of CALIFORNIA

County of Santa Barbara

SS.

On this the 19 day of APRIL, 19 86, before me,

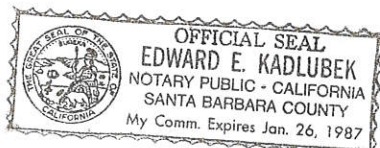
Edward E. Kadlubek

the undersigned Notary Public, personally appeared

John A. Lucian

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument on behalf of the  
partnership, and acknowledged to me that the partnership executed it.  
WITNESS my hand and official seal.



Edward E. Kadlubek  
Notary's Signature



PERMIT NO. 22

ATTACHMENT

Nothing in this Cancellation shall be construed as terminating or limiting existing District water service to such property, nor shall the owner or others having an interest in such property be deemed to have any greater rights to District water service than any other water user in the District similarly situated.



POST OFFICE BOX 788  
GOLETA, CALIFORNIA 93116  
TELEPHONE 805/964-6761

**DIRECTORS**  
**PATRICIA SHEWCZYK**  
PRESIDENT  
**DONNA O. HONE**  
VICE-PRESIDENT  
**EDWARD G. MASCHKE**  
**GARY L. McFARLAND, P.E.**  
**DR. DONALD W. WEAVER**  
— — —  
**LLOYD C. FOWLER, P.E.**  
GENERAL MANAGER  
CHIEF ENGINEER  
**ROBERT E. GOODWIN**  
ATTORNEY

ADDITIONAL WATER SERVICE FACILITIES  
AND SERVICE PERMIT NO. 22 Amended  
Subject to Ordinance 72-2(A-2)

---

By motion passed by the Board of Directors of the Goleta Water District (hereinafter referred to as Board), on 2 February 1984 permission was granted to

John A. Lucian

who is the owner of the property described below, pursuant to its application dated 26 October 1981 for the following additional water service facilities and service otherwise prohibited by Ordinance 72-2(A-2) of this District:

Continue water service to the existing Turnpike Lodge Facilities at 4770 Calle Real, APN 67-230-30 and the existing Turnpike Restaurant at 4765 Calle Real, APN 67-230-41. Extend the existing facilities to the proposed 32 new unit addition.

On the grounds that under Section 13b (2) of Ordinance 72-2(A-2), the applicant has shown written and oral evidence, and the Board has found, that the granting of the application upon the following TERMS AND CONDITIONS would not adversely affect the water supply or service to other existing water users within the Goleta Water District. This permit is expressly subject to the following:

#### TERMS AND CONDITIONS

1. That the applicant complete construction and obtain a "Certificate of Occupancy" for the premises to be served by said water service facilities within two years from the date this permit is executed by the Directors of the Goleta Water District.

2. That the total combined quantity of water consumed by the applicant through its existing meter(s), account number(s) 031-488-0 and 031-470-1 for each annual period commencing 1 January 1984 shall not exceed a combined total of 23.99 acre-feet (combined usage) which is no greater than the amount previously consumed.

3. That the applicant will pay all costs and expenses for the installation of the water facilities granted hereby and will comply with all other ordinances, rules, and regulations of the District, now existing or hereafter adopted, specifically including Ordinance 74-1 (Water-Saving Devices Ordinance).

4. Applicants, their successors, assigns and personal representatives shall not drill any water wells within the parcel described hereinabove, or use any water from wells now existing or hereafter drilled on any of its property described herein or on any other property within the Goleta Water District owned by it or by others for the purpose of obtaining additional water for any of the property described herein.

5. That this permit does not constitute a promise, guarantee, or representation by the Board that any particular quantity of water or use of water will be available to applicant or its successors and assigns, and the Board may impose further conditions and restrictions on the quantity or type of use, consumption, or price of water.

6. That the applicant execute a written memorandum to be recorded at the Office of the Santa Barbara County Recorder evidencing the restrictions contained in this permit.

7. That in the event of the violation of any conditions of this permit, regardless of whether willful, negligent or otherwise, the Board may take any and all action it deems necessary to reasonably cure such violations, including, but not limited to, reducing, suspending, or permanently terminating water service to the applicant and also including the right to obtain injunctive relief to prohibit violations of this permit which applicant acknowledges would cause irreparable injury to the District, and applicant waives and releases any and all claims for damage to person, property, or business arising directly or indirectly therefrom.

8. In the event of any litigation arising under or with respect to this permit, the prevailing party shall be entitled to recover its costs and a reasonable sum as attorney's fees and any such litigation shall be maintained in Santa Barbara, California.

9. This permit and the TERMS AND CONDITIONS contained herein shall be binding upon applicant and all successors and assigns and shall remain in full force and effect unless and until the Board of the Goleta Water District, in its sole discretion, determines to terminate or modify the same, it being understood that applicant or its successors or assigns may apply to the Board for such termination or modification at such times as they deem appropriate.

10. In exercising any of its rights or power herein, the Board may act in its sole discretion, provided that nothing herein shall give the Board the right to act arbitrarily or capriciously, and to the extent applicable, the applicant and its successors and assigns shall be entitled to be treated in the same manner as other persons similarly situated or classified.

11. Water conservation fixtures shall be installed in all showers (2 gpm head) and sinks in the existing and new units (rooms).

12. That all provisions of Ordinance 74-1 Schedule A apply to existing and new units with the exception of Category 2 Toilets Tank Type which may be changed to California Standard 3.5 gallon per flush units.

13. That the number of new units be reduced from 32 to 30.

14. New landscaping shall consist of drought tolerant plantings.

15. That the applicant pay all cost related to the installation of the new fire protection facilities.

16. That both parcels encumbered under this permit remain under single ownership. The referenced parcels cannot be sold separately without first obtaining separate water limitation permits for each parcel from the District.

This permit shall become effective only upon execution by each of the parties listed below:

Attest: *Walter J. Fowl*

Dated: 5 March 84

GOLETA WATER DISTRICT

By: *Patricia Pheasant*  
(SEAL)

ACKNOWLEDGMENT AND CONSENT OF LEGAL OWNER

The undersigned acknowledges that it has read and understands and consents to be bound by the TERMS AND CONDITIONS of the foregoing permit, and that the person or persons signing below have the authority to execute this permit.

Dated: Feb. 27 1984

Name: *John P. Pheasant*  
By: *[Signature]*  
(SEAL)

ACKNOWLEDGMENT AND CONSENT OF OTHER PARTIES HAVING AN INTEREST IN SAID PROPERTY

The undersigned acknowledges that it has read and understands and consents to be bound by the TERMS AND CONDITIONS of the foregoing permit, and that the person or persons signing below have the authority to execute this permit.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Interest in  
Property: \_\_\_\_\_

FOR ADDITIONAL WATER SERVICE FACILITIES AND SERVICE

SUBJECT TO ORDINANCE 72-2

GOLETA COUNTY WATER DISTRICT

By motion passed by the Board of Directors of the Goleta County Water District (hereinafter referred to as Board), on Feb. 7, 1974, permission is granted to:

NAME: Turnpike Lodges (Howard Johnson)  
4770 Calle Real, Goleta, CA 93017

(hereinafter referred to as Applicant)

PURSUANT TO ITS APPLICATION DATED: 8/20/73 for the following additional water service facilities and service otherwise prohibited by Ordinance 72-2 of this District:

Connection of new lines and appurtenances to existing 2 inch meter Account # 031-488 to serve 1,705 sq. ft. recreation building to be built on Assessor's Parcel No 67-230-30, adjacent to the applicant's existing motel buildings.

ON THE GROUNDS THAT:

Under Section 13b (2) of Ordinance 72-2, Applicant has shown written and oral evidence, and the Board of Directors has found that the granting of the application, upon the following terms and conditions, would not adversely affect the water supply situation of the Goleta County Water District. This Permit is expressly subject to the following:

TERMS AND CONDITIONS:

1. That the Applicant complete construction and obtain a Certificate of Occupancy for the premises to be served by said water service facilities within 1 years after the date this Permit is executed by the Directors of the Goleta County Water District.
2. That Applicant will pay all costs and expenses for the installation of the water facilities granted hereby and will comply with all other Ordinances, Rules and Regulations of the District now existing or hereafter adopted.
3. Applicants, their successors, assigns and personal representatives shall not drill any water wells within the parcel described hereinabove, or use any water wells within the parcel described hereinabove, or use any water from wells now existing or hereafter drilled on any of its property described herein or on any other property within the Goleta County Water District by it or others for the purpose of obtaining additional water for any of the property described herein.
4. That this Permit does not constitute a promise, guarantee, or representation by the Board that any particular quantity of water or use of water will be available to Applicant or its successors and assigns, and the Board may impose further conditions and restrictions on the quantity or type of use, consumption or price of water.



5. That Applicant will execute a written memorandum to be recorded at the Office of the Santa Barbara County Recorder evidencing the restrictions contained in this Permit.

6. That in the event of the violation of any conditions of this Permit, regardless of whether willful, negligent or otherwise, the Board may take any and all action it deems necessary or reasonable to cure such violations, including but not limited to reducing, suspending or permanently terminating water service to Applicant and also including the right to obtain injunctive relief to prohibit violations of this Permit which Applicant's acknowledge would cause irreparable injury to the District, and Applicant's waive and release any and all claims for damage to person, property or business arriving directly or indirectly therefrom.

7. In the event of any litigation arising under or with respect to this Permit, the prevailing party shall be entitled to recover its costs and a reasonable sum as attorney's fees, and any such litigation shall be maintained in Santa Barbara, California.

8. The terms and conditions contained herein shall be binding upon Applicant and all successors and assigns and shall remain in full force and effect unless and until the Board of Directors of the Goleta County Water District, in its sole discretion, determines to terminate or modify the same, it being understood that Applicant or its successors or assigns may apply to the Board for such termination or modification at such times as they deem appropriate.

9. In exercising any of its rights or powers herein, the Board may act in its sole discretion, provided that nothing herein shall give the Board the right to act arbitrarily or capriciously, and to the extent applicable, the Applicant and its successors and assigns shall be entitled to be treated in the same manner as other persons similarly situated or classified.

This Permit shall become effective only upon execution by each of the parties listed below:

Dated: Feb. 7, 1974

GOLETA COUNTY WATER DISTRICT

By: Jose R. Martinez  
Jose R. Martinez, President  
Board of Directors

ATTEST:

Doris R. Berry  
Doris R. Berry, Secretary

ACKNOWLEDGMENT AND CONSENT

Applicant acknowledges that it has read and understands and consents to be bound by the terms and conditions of the foregoing Permit, and that the person or persons signing below have the authority to so bind Applicant.

Dated: Feb. 13, 1974

By: John A. Luccin

By: Thompson Lodge (owner)

assigns may apply to and bind for each (SEAL) issue or modification of

It is hereby acknowledged that the right of power herein the person  
and use of the said water right shall be subject to the order of the  
the Board the right to not interfere or obstructively, and to the extent  
available, the Applicant and its successors and assigns shall be entitled  
to be treated in the same manner as other persons similarly situated or  
classified.

RECORDING: TESTED BY AND -  
RETURN TO:

9804

Turnpike Lodge  
BOOK 2507 PAGE 482  
8-3-15  
4  
8-3-15  
4

Goleta County Water District  
P.O. Box 788  
Goleta, California 93017

MEMORANDUM OF AGREEMENT

This Memorandum is executed by and between Goleta County Water District and TURNPIKE LODGES to give notice to all persons now or hereafter having an interest in the real property described herein, that by Goleta County Water District Permit No. 22, on file at the said District's office at 4699 Hollister Avenue, Goleta, California, water service to the real property described herein is subject to certain terms and conditions not common to other property within the District, the violation of which may cause water service to be reduced, suspended or permanently terminated. Said Permit No. 22 should be referred to for the full particulars of such terms and conditions.

The real property affected by this Memorandum is situated in the full unincorporated area of the County of Santa Barbara, State of California, more particularly described on Exhibit A attached hereto and incorporated herein by reference.

Dated: March 13, 1974

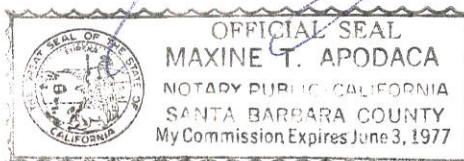
GOLETA COUNTY WATER DISTRICT

BY: Jose R. Martinez  
Jose R. Martinez, President

TURNPIKE LODGES

ATTEST:

BY: Maxine T. Apodaca



(Exhibit "A")

(Exhibit "A").

## PARCEL ELEVEN:

THAT PORTION OF RANCHO LA GOLETA IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED AS PARCEL THREE IN THE DEED TO JOHN A. LUCIAN, ET UX., RECORDED JANUARY 12, 1966, AS INSTRUMENT NO. 1039 IN BOOK 2135, PAGE 1423 OF OFFICIAL RECORDS OF SAID COUNTY, SAID NORTHWEST CORNER BEING ON THE EASTERLY BOUNDARY LINE OF TURNPIKE ROAD AS SHOWN ON A MAP FILED IN BOOK 67, PAGE 34 OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY; THENCE SOUTH 88°51'30" EAST ALONG THE NORTHERLY LINE OF SAID PARCEL THREE 20.00 FEET; THENCE SOUTH 0°52' WEST 126.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 83°16'10" AND A RADIUS OF 15.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 21.80 FEET TO THE END THEREOF AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT SAID CURVE HAVING A TOTAL DELTA OF 24°16'10" AND A RADIUS OF 642.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA OF 13°58'34" 156.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE 1ST, CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A DELTA OF 10°17'36" 115.34 FEET TO THE END THEREOF; THENCE 2ND, SOUTH 58°08' EAST 371.21 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 109°54'04" AND A RADIUS OF 15.00 FEET; THENCE 3RD, SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE 28.77 FEET TO THE END THEREOF AND A POINT ON THE WESTERLY LINE OF DEXTER DRIVE AS SHOWN ON SAID MAP FILED IN BOOK 67, PAGE 34 OF RECORD OF SURVEYS HEREINABOVE MENTIONED; THENCE 4TH, NORTH 11°57'56" EAST ALONG SAID WESTERLY LINE 60.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT (AS SHOWN ON SAID MAP), SAID CURVE HAVING A DELTA OF 20°08'15" AND A RADIUS OF 70.00 FEET; THENCE 5TH, NORTHERLY ALONG THE ARC OF SAID CURVE 24.60 FEET TO THE END THEREOF AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 0°32'13" AND A RADIUS OF 48.00 FEET; THENCE 6TH, NORTHERLY LEAVING THE WESTERLY LINE OF SAID DEXTER DRIVE, ALONG THE ARC OF SAID CURVE, 0.45 FEET TO THE END THEREOF; THENCE 7TH, NORTH 7°38'06" WEST (NOT TANGENT TO SAID CURVE) 108.44 FEET TO A 1/2 INCH SURVEY PIPE SET ON THE NORTHERLY LINE OF SAID DEXTER DRIVE AS SHOWN ON SAID MAP; THENCE 8TH, NORTH 1°08'30" EAST, LEAVING THE NORTHERLY LINE OF SAID DEXTER DRIVE AS SHOWN ON SAID MAP, 215.29 FEET TO A 1/2 INCH SURVEY PIPE; THENCE 9TH, NORTH 88°51'30" WEST 441.38 FEET TO A POINT FROM WHICH THE NORTHWESTERLY CORNER OF SAID PARCEL THREE BEARS NORTH 88°51'30" WEST 185.00 FEET; THENCE 10TH, SOUTH 0°52' WEST 177.83 FEET TO THE TRUE POINT OF BEGINNING.



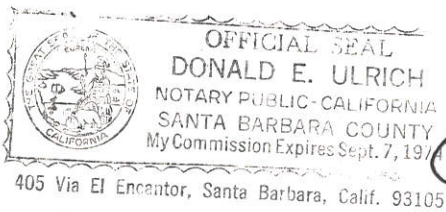
## CORPORATION ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF SANTA BARBARA

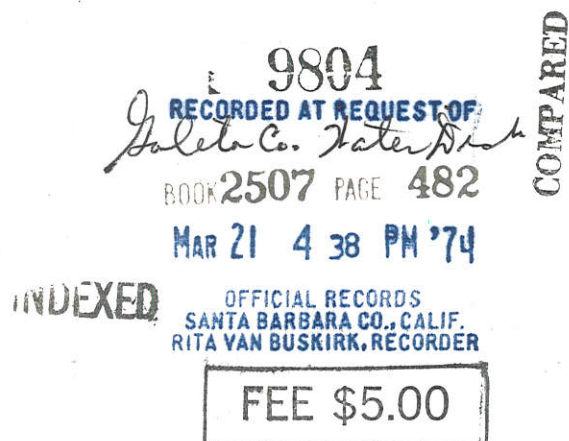
On This 13<sup>th</sup> day of March, A.D., 1974, before me,  
DONALD E. ULRICH, a Notary Public in and for said County and  
State personally appeared JOSE R. MARTINEZ, known to me to  
be the President of the Board of Directors, and DORIS R. BERRY,  
known to me to be the Secretary of the GOLETA COUNTY WATER  
DISTRICT, the Corporation that executed the within Instrument,  
known to me to be the persons who executed the within Instru-  
ment, on behalf of the Corporation herein named, and acknow-  
ledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed  
my official seal the day and year in this certificate first  
above written.

(SEAL)



Donald E. Ulrich  
Notary Public in and for Said County and State



RECORDING REQUESTED BY &  
WHEN RECORDED RETURN TO

G.W.D.  
PO Box 788  
Goleta, CA 93117

07-074751

Recorded  
Official Records  
County of  
Santa Barbara  
Kenneth A Pettit  
Recorder  
3:21pm 16-Nov-89

Rec Fee .00  
Total .00

FM 11

APN: 59-140-04; 59-140-05; 59-140-06; 67-230-26  
Wright Plaintiff # 38

**OFFER OF DEDICATION**

This Offer of Dedication is executed by \_\_\_\_\_

Santa Barbara Metropolitan Transit District

the undersigned ("Owner"), being the present title owner of record of the parcel of land described on Exhibit "A" (referred to herein as the "Property"). This Offer of Dedication is made by the landowner as a plaintiff in the Wright v. Goleta Water District case (Case No. SM 57969 Santa Barbara Superior Court) and pursuant to that certain Judgment entered in the action on , 1989 ("Judgment") and recorded as Instrument No. \_\_\_\_\_ on \_\_\_\_\_ 1989 in Official Records of Santa Barbara County.

1. The Offer of Dedication is conditional in that it is in exchange for the Goleta Water District ("Water District") providing water service, exchange water service and/or augmented water services for use on the Property and other consideration to the owner as provided in the Judgment.

Exhibit "E"  
Page 1 of 9

2. Subject to the conditions contained herein and in exchange for the water service and other benefits provided to Owner in the Judgment, Owner does hereby irrevocably offer to transfer and assign to the Water District all present, right, title and interest to and for:

2.1. Basin water (that is the right to extract water from the Goleta North/Central ground water subbasin) (the "Basin") for use on the Property;

2.2. For existing wells; an access easement to maintain and operate any wells located on the property; and a pipeline easement to permit Water District at its expense to connect any wells to the Water District's water system. The location of any wells or easements on the property may be identified by Owner on a map (Assessor's parcel scale is sufficient) roughly indicating the location of the well and easements. This access easement shall not interfere with or impair any construction, development access or use of the property and shall be created and memorialized upon request of either party by a separate easement deed acceptable to Owner.

3. If requested by either party, once installed, the easement(s) described in paragraph 2.2 shall be more

specifically located and described in an "as built" survey prepared at Water District's expense, and an addendum or amendment to this Offer of Dedication shall be prepared to specifically describe and locate said easement(s). Owner shall be entitled, from time to time, to have said easement(s) relocated, at owner's expense, to facilitate noninterference of said easement(s) with use of the Property. Owner disclaims any implied warranties regarding the real and personal property offered for dedication and Water District acknowledges that disclaimer and upon acceptance takes the property transferred "AS IS." The parties may at any time mutually agree to abandon and permanently close any existing well sites.

4. This Offer of Dedication shall be revoked and rescinded if not accepted in writing within ten years from the date of the Judgment by the Water District by its providing water services to the Property as provided in the Judgment to the Property and completing and recording the Certificate of Acceptance attached to this Offer of Dedication.

5. Upon Water District's acceptance of this Offer of Dedication as to paragraph 2.2 above it assumes responsibility for all operation, maintenance, repairs and replacement and for all liability arising out of ownership of any wells and



easement(s) referenced herein and agrees to indemnify and defend the transferring owner against any liability regarding that which the Water District accepts under the Offer of Dedication including said well(s) or easement(s). From and after the acceptance of the Offer of Dedication, Owner shall not extract water from the Basin and the Water District shall provide service to the property as provided in the Judgment if it has not done so already.

6. The wells, easements and water rights referenced in paragraphs 2.1 and 2.2 above that have been accepted by the District shall be reconveyed to the owners when and if the District determines that the wells, rights, easements and the like are surplus to Water District needs or if District fails or refuses to provide water to owner for use on owner's land for all reasonable, beneficial uses or if such reconveyance is required pursuant to the Judgment. If reconveyed, all facilities shall be returned to owners in the condition originally conveyed, reasonable wear and tear accepted.

7. Under the physical solution embodied in the Judgment, the water delivered by the Water District or pumped by the overlying owners shall be considered management of the ground water resource by the Water District for the benefit of the

overlying owners. As such, this conditional Offer to Dedication by Owners of ground water rights to the Water District is given in consideration of the Water District's conditional offer to manage the ground water resources on behalf of Owner and to extract water from the basin for use on owner's land. However, this conditional Offer of Dedication is not intended to and shall not be construed to result in a severance of the overlying water rights.

8. The provisions hereof shall inure to the benefit and be binding upon heirs, successors, assigns and personal representatives of the parties hereto, including any successor public agencies. This Offer of Dedication concerns the land referred to herein as the Property and the benefits and burdens shall run with the land binding each and every assign, successor in interest or other person or entity having a beneficial interest in the Property.

9. If any dispute arises from the provisions of this Offer of Dedication, the prevailing party shall be entitled to recovery of attorney's fees and costs.

Dated:

jcn/B:0421891b

"OWNER"

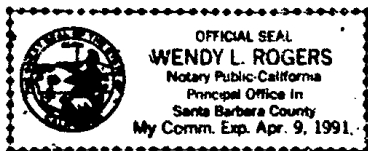
Exhibit "E"  
Page 5 of 9

RECEIVED OCT 10 1989

**PUBLIC AGENCY ACKNOWLEDGEMENT**

State of California )  
 ) ss.  
County of Santa Barbara )

On this 16<sup>th</sup> day of OCTOBER, 1989, before me,  
a Notary Public in and for said County and State, personally  
appeared GARY GLEASON, personally known to  
me (or proved to me on the basis of satisfactory evidence) to  
be the person who executed this instrument  
as GENERAL MANAGER of SANTA BARBARA MTD.  
SAID AGENCY and acknowledged to me that the  
executed it. (agency)



Wendy L. Rogers  
Notary Public

**PUBLIC AGENCY ACKNOWLEDGEMENT**

State of California )  
 ) ss.  
County of Santa Barbara )

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me,  
a Notary Public in and for said County and State, personally  
appeared \_\_\_\_\_, personally known to  
me (or proved to me on the basis of satisfactory evidence) to  
be the person who executed this instrument  
as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ and acknowledged to me that the  
executed it. (agency)

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT TO OF GRANTOR**  
**(Individual)**

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, the under-  
signed, a Notary Public in and for said County and State, per-  
sonally appeared \_\_\_\_\_

known to me to be the person(s) whose name is subscribed to the  
within Instrument and acknowledged that he/she executed the  
same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type or print name

My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT TO OF GRANTOR**  
**(Individual)**

STATE OF CALIFORNIA                    )  
COUNTY OF \_\_\_\_\_                ) ss.

On \_\_\_\_\_, before me, the under-  
signed, a Notary Public in and for said County and State, per-  
sonally appeared \_\_\_\_\_

known to me to be the person(s) whose name is subscribed to the  
within Instrument and acknowledged that he/she executed the  
same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type or print name

My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT TO OF GRANTOR  
(Individual)

STATE OF CALIFORNIA            )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, the under-  
signed, - a Notary Public in and for said County and State, per-  
sonally appeared \_\_\_\_\_

known to me to be the person(s) whose name is subscribed to the  
within Instrument and acknowledged that he/she executed the  
same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type or print name

My Commission Expires:

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interests in real property offered for dedication by the within "Offer of Dedication" to the Goleta Water District, a governmental entity, is hereby accepted by authority of the governing board of said District and that the conditions on the offer of providing water service to the are satisfied and that the Water District consents to recordation thereof by its duly authorized officer. The date of the action of the Goleta Water District accepting the Offer of Dedication is \_\_\_\_\_.

WITNESS MY HAND and seal of said District.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Secretary of the  
Goleta Water District

38. Santa Barbara Metropolitan Transit District. 18.9 acre parcel. ag meter. parcel #59-140-04, 59-140-05, 59-140-06, 67-230-26.

All that certain land situated in the State of California in the unincorporated area of the County of Santa Barbara, described as follows:

PARCEL ONE:

The East 1/2 of Lot 3 of the Outside Pueblo Lands of the City of Santa Barbara, in the County of Santa Barbara, State of California, as shown on Survey Map No. 2, by W. H. Norway, approved by the Board of Trustees of the Town of Santa Barbara on November 16, 1867.

EXCEPT that portion thereof lying Southerly of the Northerly line of property conveyed to the State of California, by deed recorded December 29, 1958 as Instrument No. 32412 in Book 1581, Page 288 of Official Records.

ALSO EXCEPTING THEREFROM 50% of all oil, gas and other hydrocarbon substances lying 500 feet below the surface thereof, with no right of entry, as reserved in Deed from Antonio Cavalli, et al., recorded August 14, 1964 as Instrument No. 34895 in Book 2065, Page 237 of Official Records.

PARCEL TWO:

The Westerly 1/2 of Lot 3 of the Outside Pueblo Lands of the City of Santa Barbara, in the City of Santa Barbara, County of Santa Barbara, State of California.

EXCEPTING THEREFROM that portion thereof which lies Southerly of the Northerly line of the parcel of land described in the Deed to the State of California recorded November 3, 1958 as Instrument No. 27043, in Book 1567, Page 208 of Official Records.

PARCEL THREE:

Parcel D of Parcel Map No. 10766 on file in Book 3 Page 87 of Parcel Maps, in the Office of the County Recorder of said County.

67-230-26