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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA - ANACAPA DIVISION

TOM PAPPAS, individually and all others similarly
situated, TIM BEHUNIN, Trustee of the Behunin Family
Trust and PATRICK L. CONNELLY, individually and all
others similarly situated, THE HOLLISTER RANCH
COOPERATIVE, a California non-profit agricultural
cooperative association, and the HOLLISTER RANCH
OWNERS' ASSOCIATION, a non-profit mutual benefit
corporation,

Plaintiffs and Petitioners,

v.

STATE OF CALIFORNIA, STATE COASTAL
CONSERVANCY, an agency of the State of California,
CALIFORNIA COASTAL COMMISSION, an agency of
the State of California, Defendant and Respondents,

RANCHO CUARTA, a general partnership,

Defendant and Real Party in Interest.

Case No. 1417388

CLASS ACTION

VERIFIED FIRST AMENDED
COMPLAINT FOR QUIET
TITLE, DECLARATORY AND
INJUNCTIVE RELIEF,
PETITION FOR WRIT OF
MANDATE AND OTHER
RELIEF

Caption continued on next page

COUNTY OF SANTA BARBARA, a political subdivision
of the State of California, and ALL PERSONS
UNKNOWN, CLAIMING ANY LEGAL OR
EQUITABLE RIGHT, TITLE, ESTATE, LIEN, OR
INTEREST IN THE PROPERTY DESCRIBED IN THE
COMPLAINT ADVERSE TO PLAINTIFFS' TITLE, OR
ANY CLOUD ON PLAINTIFFS' TITLE THERETO, and
Does 1-100, Inclusive,

Defendants.

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**INDEX OF EXHIBITS TO VERIFIED FIRST AMENDED COMPLAINT
FOR QUIET TITLE, DECLARATORY AND INJUNCTIVE RELIEF,
PETITION FOR WRIT OF MANDATE AND OTHER RELIEF**

EXHIBIT DESCRIPTION

1	Vicinity Map
2	Map of Parcels in Hollister Ranch
3	Map of Claimed Easements with Inset
4	Offer to Dedicate, as recorded (certified copy)
5	Certificate of Acceptance, as recorded (certified copy)
6	Rancho Real Road (legal description)
7	Cuarta Canyon Road (legal description)
8	Blufftop Trail Easement Area (description)
9	10' Footpath Easement (legal description)
10	3880' Beach Easement (legal description)
11	20' Access Easement (legal description)

COME NOW Tom Pappas, individually and all others similarly situated, Tim Behunin, Trustee of the Behunin Family Trust, and Patrick L. Connelly, individually and all others similarly situated, The Hollister Ranch Cooperative, and the Hollister Ranch Owners' Association, and allege:

INTRODUCTORY ALLEGATIONS

1. This lawsuit arises from a dispute between the owners of private homes and parcels at Hollister Ranch ("Owners") and various state and local governmental agencies ("Defendants"). The governmental agencies claim that they have acquired easements over the Owners' private property and can now allow those easements to be used by the general public. The Owners dispute the government agency claims and, asserting their fundamental property right to exclude people from their private property, come before the court for a judicial determination as to whether – and to what extent – the government agencies own easements on their properties.

2. Plaintiffs/Petitioners (referred to herein as "Owners," "Plaintiffs" or "Petitioners") are the owners of property in Hollister Ranch, with one exception as explained below. On April 26, 2013, Defendants/Respondents California Coastal Commission ("Commission") and State Coastal Conservancy ("Conservancy") recorded a document entitled "Certificate of Acceptance." The Certificate of Acceptance, dated April 18, 2013, purports to create public access easements (easements) which burden the Owners' properties.

3. Owners are informed and believe, and thereon allege, that Defendants/Respondents ("Defendants") base their claim to the easements on a document attached to the Certificate of Acceptance which is entitled "Irrevocable Offer to Dedicate and Covenant Running with the Land" ("Offer"). The Owners are informed and believe, and thereon allege, that the Offer was executed in 1982 by the Young Men's Christian Association ("YMCA") as a result of a 1980 permit condition imposed by the Commission on a coastal development permit sought by the YMCA for development of a summer camp on an inland parcel then owned by the YMCA ("YMCA Parcel").

4. The maps attached to this First Amended Complaint as Exhibits 1, 2 and 3 depict the locations of the various properties at issue and the approximate locations of the easements

1 which the Owners allege are claimed by Defendants. Exhibit 3 demonstrates that the easements
2 purportedly "offered" by the YMCA and purportedly "accepted" by Defendants do not pass over
3 the YMCA Parcel, which was the only property owned in fee by the YMCA at the time the
4 YMCA applied for the permit, at the time the YMCA received approval for the permit and at the
5 time the YMCA signed the Offer. The facts herein alleged further establish that the easements
6 claimed by the Defendants do not pass over property owned by the YMCA's successor-in-interest
7 when Defendants purported to "accept" the Offer thirty-one years later.

8 5. As alleged herein, the easements claimed by Defendants pass over the Owners'
9 properties. Neither the Owners nor their predecessors-in-interest consented to the Offer. Neither
10 the Owners nor their predecessors-in-interest consented to the Certificate of Acceptance. Neither
11 the Owners nor their predecessors in interest consented to the recordation of either the Offer or the
12 Certificate of Acceptance. At all times pertinent hereto, neither the YMCA nor its successor-in-
13 interest owned the fee to, or any other transferable interest in, the Owners' properties.

14 6. In short, the YMCA offered to grant easements over property it did not own,
15 making the Offer and the Certificate of Acceptance invalid instruments that cannot create any
16 property interest in Defendants.

17 7. Based on these facts, the Owners' challenges, as alleged herein, are not barred by
18 the statute of limitations or by the doctrines of administrative finality, res judicata, collateral
19 estoppel, or any other theory, for at least six separate and independent reasons:

20 8. First, the Offer and Certificate of Acceptance are void *ab initio* and a complete
21 nullity and can be challenged at any time, because neither the purported "grantor" (i.e., the
22 YMCA) nor its successor in interest (i.e., Rancho Cuarto) owned the property interests required to
23 make a valid offer or a valid dedication, and therefore there was nothing for Defendants to
24 "accept."

25 9. Second, the Offer and Certificate of Acceptance are void *ab initio* as contrary to
26 public policy and unlawful, as it is illegal to sign an instrument purporting to transfer property
27 interests the grantor does not own.

28 10. Third, at all times pertinent hereto, the Owners have been in exclusive and

1 undisturbed possession of their properties.

2 11. Fourth, the Commission did not have fundamental, personal, subject matter, or
3 permit jurisdiction over the Owners, or their predecessors-in-interest, or the Owners' properties, or
4 the properties of the Owners' predecessors-in-interest, during the YMCA permit proceedings or at
5 any time pertinent hereto. During the YMCA permit proceeding, the only applicant was the
6 YMCA. Neither the Owners nor their predecessors-in-interest were applicants or co-applicants.
7 During the YMCA permit proceeding, development was proposed only on property then owned by
8 the YMCA. No development was proposed on properties owned by the Owners' or their
9 predecessors-in-interest. The Commission did not have jurisdiction to require the conveyance of
10 properties/property rights owned by third-party strangers to the permit proceedings as a condition
11 of the development permit issued to the YMCA without also requiring that the YMCA acquire the
12 property/property rights offered prior to acceptance. Since the Commission did not have
13 jurisdiction over the Owners, their predecessors or their properties, the Owners continue to have
14 the right to challenge the validity of the Offer and Certificate of Acceptance which purport to
15 convey easements over properties owned by the Owners or their predecessors-in-interest,
16 inasmuch as the YMCA never acquired the property to be burdened by those easements.

17 12. Fifth, the Owners' challenges cannot be barred because such a result would violate
18 their due process rights. At all times pertinent hereto, the Owners' properties were unrelated,
19 noncontiguous, separate from, not subject to, and outside the boundaries of the YMCA Parcel, the
20 property for which the YMCA sought a development permit.

21 13. Sixth, the Commission acted without jurisdiction in 1980 during the YMCA
22 permit proceedings when it disregarded the mandates of the In Lieu Fee Statute (Pub. Resources
23 Code Section 30610.3). Specifically, the Commission failed to identify the YMCA Parcel as
24 within an area governed by the In Lieu Fee Statute. In addition, it failed to find, as required by the
25 In Lieu Fee Statute, that the YMCA "[does] not have legal authority to comply with public access
26 requirements as a condition of securing a coastal development permit for the reason that some
27 other person or persons [had such] legal authority (ownership)". Had the Commission complied
28 with its jurisdictional and statutory obligations, the YMCA would have been required to pay an "in

1 lieu fee" towards any public access easements, and would not have been required to convey
2 property rights which it did not own, and which were held under legal authority and ownership of
3 the Owners or their predecessors-in-interest.

4 14. Seventh, the Commission admitted its lack of jurisdiction in 1982 when it adopted
5 the In Lieu Fee Resolution for the Hollister Ranch (per Pub. Resources Code Section 30610.8).
6 That Resolution expressly acknowledged that the YMCA Parcel was "within" the Hollister Ranch
7 area and was therefore governed by the In Lieu Fee Statutes. In doing so, the Commission
8 admitted that it did not have jurisdiction or "the legal authority to carry out the public access
9 provisions" of the Coastal Act by requiring offers to dedicate from permit applicants, like the
10 YMCA, which do not own the necessary property interests required to convey public access. In
11 doing so, the Commission admitted that the exclusive means of implementing public access at
12 Hollister Ranch is through the In Lieu Fee Statutes. Notwithstanding the foregoing, the
13 Commission and Conservancy continued at all times since 1980 to attempt to unlawfully establish
14 public access easements on the Owners' property.

15 15. The claims of Defendants also specifically fail with respect to each of the
16 subclasses.

17 16. The Owners in Subclass 1 are "Bona Fide Purchasers," as hereinafter defined, who
18 took their title free and clear of any unrecorded Claims by Defendants. These Owners purchased
19 their properties after the Offer was recorded in 1982, with no constructive or actual notice of the
20 Offer. The YMCA is the only named "Grantor" appearing within the four corners of the Offer, so
21 the Offer was recorded only in the chain of title to the property then owned by the YMCA. The
22 Offer was not recorded in the chain of title for any of the Owners. The claims of the Subclass of
23 Bona Fide Purchasers cannot be barred in any event.

24 17. The claims of Defendants also fail because, in January 1980, before the YMCA
25 made the purported "offer," the Commission determined that the Hollister Ranch is subject to the
26 In Lieu Fee Statute and adopted a formal resolution confirming that public access in Hollister
27 Ranch would not be implemented by using offers to dedicate. The Commission determined that
28 public access in Hollister Ranch would be procured by purchase or condemnation, with the

proceeds of "in lieu" fees paid by applicants for permits in Hollister Ranch. The Commission also admitted that, after adoption of the In Lieu Fee Program for Hollister Ranch, the Commission no longer had the legal authority to carry out the Coastal Act's public access provisions by requiring offers to dedicate from permit applicants, like the YMCA, that do not own the necessary property interests required to convey public access easements.

18. The Owners in Subclass 2 are "In Lieu Fee Payors," as hereinafter defined, who applied for and received coastal development permits from the Commission, which permits the Commission conditioned on the payment by this Subclass of a statutorily required "in lieu fee" of \$5,000, all without any notice, claim, condition or requirement by Defendants that the properties owned by this Subclass were burdened by the adverse claims of Defendants as alleged herein. The claims of the Subclass of In Lieu Fee Payors cannot be barred in any event.

19. By all of their acts as herein alleged, Defendants have forced the Owners to bring this action to have the Court determine what rights, if any, flow from the recordation of the Certificate of Acceptance. Defendants claim that the recordation of the Certificate of Acceptance provides the public with access over the Owners properties. The Owners claim the recordation of the Certificate of Acceptance creates no rights for Defendants, for access or any other use. The Owners come before the court to quiet their titles and to secure a determination of the respective rights of the parties.

GENERAL ALLEGATIONS

20. This Court has jurisdiction over this complaint for quiet title and declaratory and other relief under Code of Civil Procedure, sections 760.010 *et seq.* and 1060 *et seq.*

21. Venue is proper in this Court because the real property that is the subject of this action is located in an unincorporated portion of the County of Santa Barbara, State of California. (Code Civ. Proc., sec. 392.)

A. Maps Attached to this First Amended Complaint

22. There are three maps attached to this first amended complaint as Exhibits 1, 2 and 3, respectively, each of which is incorporated herein by this reference.

23. Exhibit 1 is a vicinity map, which shows the location of Hollister Ranch in relation

1 to the north Santa Barbara and Gaviota coast.

2 24. Exhibit 2 is a map of the properties within Hollister Ranch, labeled with the parcel
3 number assigned to each parcel created when the various portions of the Ranch were subdivided.
4 The official subdivision maps from which Exhibit 2 was prepared are recorded as (a) Parcel Map
5 of the Hollister Ranch Phase I, in the County of Santa Barbara, State of California, as shown on
6 Map recorded in Book 8, Pages 45 through 57, inclusive, of Parcel Maps, in the Office of the
7 County Recorder of Said County; (b) Parcel Map of the Hollister Ranch Phase II, in the County of
8 Santa Barbara, State of California, as shown on Map recorded in Book 9, Pages 9 through 17,
9 inclusive of Parcel Maps, in the Office of the County Recorder of Said County, and (c) Parcel Map
10 of the Hollister Ranch Phase III, in the County of Santa Barbara, State of California, as shown on
11 Map recorded in Book 9, Pages 32 through 39, inclusive, of Parcel Maps, in the Office of the
12 County Recorder of Said County.

13 25. Unless otherwise indicated, when any reference is made herein to the word
14 "Parcel," followed by a two or three digit number, the reference is to the Parcel Number
15 commonly used to refer to Hollister Ranch parcels, as depicted on Exhibit 2.

16 26. Exhibit 3 is a map of the southeastern portion of Hollister Ranch, which depicts
17 specific portions of the Ranch and the approximate locations of the easements that the Owners are
18 informed and believe, and thereon allege, are claimed by Defendants as described in the
19 allegations that follow. For demonstrative purposes only, and not as any admission of the validity
20 of any of Defendants' claims, the approximate locations of the easements claimed by Defendants
21 are shown on Exhibit 3 and labeled as follows: (a) the Rancho Real Road Easement; (b) the
22 Cuarta Canyon Road Easement; (c) the Bluff Top Trail Easement Area; (d) the 10' Footpath
23 Easement; (e) the 3880' Beach Easement; and (f) the 20' Access Easement.

24 27. Exhibits 2 and 3, and the facts alleged herein, confirm that none of the easements
25 at issue in this action pass over the YMCA Parcel (also known as Parcel 136), the parcel formerly
26 owned by the YMCA. All of the easements at issue in this action pass over and burden the
27 Owners' properties.

1 **B. Hollister Ranch and the Nature of Plaintiffs' Property Interests**

2 28. The Owners are informed and believe, and thereon allege, as follows. Hollister
3 Ranch consists of approximately 14,500 acres of land along the Santa Barbara County coast, as
4 shown on Exhibit 1, and has been an operating cattle ranch for over 100 years. In 1970, Hollister
5 Ranch was subdivided into 135 parcels, each approximately 100 acres, as shown on Exhibit 2. Of
6 these 135 parcels, 133 parcels are privately owned by the Plaintiff/Petitioner Class. Hollister
7 Ranch was, at one time, part of the original 26,529 acre Spanish land grant made in 1791 to Jose
8 Francisco de Ortega, the owner of a rancho called "Rancho Nuestra Senor del Refugio."
9 Ortega's first settlement in 1795 was the site of the first open cattle grazing operation on Hollister
10 Ranch. Title to the Ortega land passed in 1934 and was the subject of a patent issued by the
11 United States in 1866.

12 29. The Hollister Ranch subdivision and ownership includes the duly recorded
13 "Hollister Ranch Declaration of Conditions, Covenants and Restrictions" ("CC&Rs"). The
14 CC&Rs impose certain stewardship obligations on the Owners and, under the CC&Rs, each
15 Owner of a Hollister Ranch parcel has the right to enforce restrictions on the use of the Common
16 Areas and on certain uses of the individually-owned parcels. The exclusive use of the Common
17 Area is reserved equally to all Owners and guests, subject to Hollister Ranch Rules and other
18 limitations and restrictions set forth in the CC&Rs. As a result of these protections, the Hollister
19 Ranch has preserved and maintained one of the last portions of the Southern California coastline
20 that still remains in its natural state.

21 30. Under the CC&Rs, neither the YMCA, nor its successors-in-interest, had the
22 power to offer or to dedicate the Claimed Easements (as defined below). The type of easements
23 claimed by Defendants cannot be conveyed without a vote of a majority of the owners of parcels
24 in the Hollister Ranch under CC&R section 4.04(i).

25 31. The proposed use of the Claimed Easements by Defendants would violate the
26 CC&Rs, including section 6.02 thereof.

27 32. Parcels 49 and 104, sometimes referred to herein as "the Beach Parcels," are
28 owned by Plaintiff Hollister Ranch Owners' Association (the Association). Parcels 49 and 104

1 consist of 340 acres of land; the combined parcels comprise 8.2 miles of coastline bounded by the
2 Southern Pacific Railroad Right of Way on the inland side and the Mean High Tide Line on the
3 ocean side, as shown on Exhibits 2 and 3. Under the CC&Rs, the Beach Parcels are Common
4 Area, and each Class Plaintiff has a non-exclusive right to use them for beach recreational use.

5 33. Hollister Ranch is served by a network of private ranch roads, including the main
6 road (Rancho Real) which is the main thoroughfare traversing the ranch from east to west, just
7 inland of the railroad right of way. At the Ranch's eastern boundary, Rancho Real connects to the
8 road that passes through Gaviota State Park to Highway 101. A number of ranch roads branch off
9 of Rancho Real and extend northerly into the foothills, including Cuarta Canyon Road. Exhibit 3
10 depicts the portions of Rancho Real and Cuarta Canyon Roads that are at issue in this action.

11 34. The Owner of each parcel over which the Hollister Ranch roads pass owns the
12 underlying fee. Each Class Plaintiff owns a non-exclusive appurtenant access easement over all of
13 the Ranch roads. Under the CC&Rs, the Ranch roads are also Common Areas and each Class
14 Plaintiff holds a non-exclusive appurtenant easement to use the ranch roads for ingress and egress.

15 **C. Plaintiffs and Their Ownership Interests**

16 35. Plaintiff/Petitioner TOM PAPPAS ("Pappas") is the fee Owner in possession of
17 Parcel 77 as shown on Exhibit 2. Pappas purchased Parcel 77 in July of 1978, before the YMCA
18 purported to make its Offer. Neither the Offer nor the Certificate of Acceptance is recorded in
19 Pappas' chain of title.

20 36. Pappas brings this action individually and on behalf of the Owners of the Hollister
21 Ranch properties included in the Class, as the Plaintiff Class is defined below.

22 37. Plaintiff/Petitioner TIM BEHUNIN, Trustee of the Behunin Family Trust
23 ("Behunin") is the fee Owner in possession of Parcel 103 as shown on Exhibits 2 and 3. Behunin
24 purchased Parcel 103 in September of 1999. Neither the Offer nor the Certificate of Acceptance is
25 recorded in Behunin' chain of title. Behunin applied for a coastal development permit after
26 acquiring Parcel 103. As a condition of that permit, the Commission required, and Behunin paid,
27 an "in lieu fee" of \$5000.
28

38. Plaintiff/Petitioner PATRICK CONNELLY ("Connelly") is the fee Owner in possession of Parcel 105 as shown on Exhibits 2 and 3. Connelly purchased Parcel 103 in December of 1988. Neither the Offer nor the Certificate of Acceptance is recorded in Connelly chain of title.

39. Behunin and Connelly bring this action individually and on behalf of the Owners of the Hollister Ranch properties included in Subclass 1, as that Subclass is defined below.

40. Behunin brings this action individually and on behalf of the Owners of the Hollister Ranch properties included in Subclass 2, as that Subclass is defined below.

41. The Owners are informed and believe, and thereon allege, that nine of the Class Plaintiffs/Petitioners, including Behunin and Connelly, own fee title to and are in possession of Parcels 103, 105, 106, 107, 119, 120, 121, 122 and 123, as shown on Exhibits 2 and 3. These parcels are referenced in this first amended complaint as the "Nine Beachfront Parcels."

42. Plaintiff/Petitioner HOLLISTER RANCH OWNERS' ASSOCIATION ("Association") is a non-profit mutual benefit corporation. The Association brings this action as fee Owner in possession of Parcels 49 and 104, the Beach Parcels, and also as the fee Owner in possession of Parcel 70, as shown on Exhibit 2. The Association also owns various easements appurtenant to Parcel 70, including a non-exclusive easement to use the Ranch roads. The Association does not bring this action on behalf of any other Hollister Ranch owner, on behalf of any member of the Plaintiff Class or Subclasses, or on behalf of any other Plaintiff/Petitioner described herein.

43. Plaintiff/Petitioner THE HOLLISTER RANCH COOPERATIVE ("the Cooperative") is a California non-profit agricultural cooperative association, organized pursuant to the provisions of Chapter 1 of Division 20 of the Food and Agricultural Code of California. The Cooperative was established in 1974; it raises cattle and oversees grazing on all of Hollister Ranch. The Cooperative is the largest agricultural cattle cooperative in Santa Barbara County, and facilitates the qualification, membership and operation of the Williamson Act for members of the Plaintiff Class. The Cooperative holds various property rights within the Ranch, including but not limited to grazing rights on Parcels 49, 70, and 104, as shown on Exhibit 2. The Cooperative

holds a right to use the roads and the Common Areas under a lease and license agreement with the Association.

D. Defendants, Respondents and Real Party in Interest

44. Defendant/Respondent CALIFORNIA COASTAL COMMISSION ("Commission") is an agency of the State of California, organized and existing under Public Resources Code section 30300, *et seq.*

45. Defendant/Respondent STATE COASTAL CONSERVANCY ("Conservancy") is an agency of the State of California, organized and existing under Public Resources Code section 31100, *et seq.*

46. Defendant COUNTY OF SANTA BARBARA ("County") is a political subdivision of the State of California. On April 9, 2013, the County adopted a resolution by which it declined to accept the easements and disclaimed any interest in them. Thereafter, the County entered into a settlement agreement with the Plaintiffs. This Court has granted Plaintiffs' motion for preliminary approval of that settlement and for conditional class certification for settlement purposes only. Except to the extent required by law, the use of the term "Defendant" in this complaint does not include the County.

47. Defendant/Respondent STATE OF CALIFORNIA ("State") is a public entity. Code of Civil Procedure section 764.070 provides that a judgment for quiet title is not binding against the State of California unless the State is joined as a party to the action. The Court sustained Defendants' demurrer with respect to the State, but there is no case law interpreting Section 764.070. In order to comply with what Plaintiffs perceive to be their statutory obligation, and to preserve Plaintiffs' right to obtain a judgment that is binding against the State and each of its agencies, Plaintiffs have named the State in this first amended complaint.

48. Plaintiffs are informed and believe, and thereon allege, that Defendant and Real Party in Interest Rancho Cuarta ("Rancho Cuarta") is a general partnership and is the current owner of a 160-acre parcel of land in Hollister Ranch referred to as Parcel 136, which parcel was formerly owned by the YMCA and is shown on Exhibits 2 and 3 (referred to herein as the "YMCA Parcel" or "Parcel 136"). Rancho Cuarta owns (i) the fee interest in the YMCA Parcel; (ii) a non-

1 exclusive appurtenant easement to use Cuarta Canyon Road and Rancho Real Road; (iii) a non-
2 exclusive appurtenant easement to use a 3880' portion of Parcel 104, one of the two Beach Parcels
3 owned by the Association. Rancho Cuarta is not included as a member of the Plaintiff Class, as
4 defined below. Pursuant to this Court's order on Defendants' demurrer to the complaint, Plaintiffs
5 have named Rancho Cuarta as a defendant or real party in interest in various of the amended
6 causes of action alleged herein. The claims of Defendants against which the Owners seek to quiet
7 title, and the claims upon which each of the causes herein alleged are based, do not involve any
8 easements that pass over the YMCA Parcel. The claims of Defendants against which the Owners
9 seek to quiet title, and the claims upon which each of the causes herein alleged are based, do not
10 involve any of the development that the Owners are informed and believe, and thereon allege, was
11 approved by the Commission for the YMCA on the YMCA Parcel. By naming Rancho Cuarta as
12 a party to this action pursuant to the Court's order on demurrer, Plaintiffs do not seek to restrict the
13 rights of Rancho Cuarta to use any easement appurtenant to its property or to exercise its rights
14 under the CC&Rs.

15 49. Plaintiffs do not know the exact names, capacities, or interests of defendants in the
16 properties which are the subject of this action, which Plaintiffs designate as "all persons unknown,
17 claiming any legal or equitable right, title, estate, lien, or interest in the real property adverse to
18 plaintiffs' title, or any cloud on plaintiffs' title thereto." Plaintiffs seek to quiet title in the
19 properties which are the subject of this action against the claim of each such defendant and to
20 obtain a judicial declaration that each such defendant has no right, title, estate, lien, or interest in
21 the properties which are the subject of this action or any part of them.

22 50. The names and capacities, whether individual, corporate or otherwise, of
23 defendants named herein as Does 1 through 100, inclusive, are unknown to the Owners at this
24 time, who therefore sue said defendants by such fictitious names. The Owners will amend this
25 complaint and petition to show their true names and capacities if and when they have been
26 ascertained. The Owners are informed and believe, and on such information and belief allege, that
27 each of the defendants named as a Doe claims an interest in, or a right to use, the property which is
28 the subject of this litigation or is responsible in some manner for events and occurrences about

1 which this complaint and petition are filed and therefore is liable for the relief sought herein.

2 **E. Defendants are Claiming Easements from Owners Who Were Not Before the**
3 **Commission and Over Property Which Was Not Proposed for Development by the YMCA.**
4 **Therefore, Neither the Owners Nor their Properties Were Subject to the Commission's**
5 **Jurisdiction.**

6 51. The Owners are informed and believe, and thereon allege, that in October 1980 the
7 Commission approved a coastal development permit for the YMCA, which permit was subject to a
8 condition requiring that the YMCA execute an offer to dedicate certain easements over property
9 that the YMCA did not then own and which, in fact, were owned by the Owners or their
10 predecessors-in-interest. The coastal development permit sought by the YMCA related to a
11 summer camp project on the YMCA Parcel. During those permit proceedings, no permit was
12 sought by any of the Owners or their predecessors-in-interest, nor was any permit sought for
13 property held by any of the Owners or their predecessors-in-interest.

14 52. The Owners are informed and believe, and thereon allege, that in March 1982, the
15 YMCA executed an "Offer to Dedicate" easements over the Owners' properties. Neither the
16 Owners nor their predecessors-in-interest signed the Offer.

17 53. In April of 1982, the Offer was recorded in the chain of title to the YMCA Parcel.
18 A certified copy of the Offer, recorded as Instrument No. 82-17113 in the Official Records of
19 Santa Barbara County, is attached hereto as Exhibit 4 and incorporated herein by this reference.

20 54. The Owners are informed and believe, and thereon allege, that the YMCA
21 executed the Offer in connection with a permit for which it applied to the Commission. The
22 Owners are informed and believe, and thereon allege, that the permit sought by the YMCA was for
23 the approval of development of the YMCA Parcel, as shown on Exhibits 2 and 3.

24 55. The Offer does not describe any easements that pass over property owned by the
25 YMCA at the time the YMCA signed the Offer. The Offer does not describe any easements over
26 property owned by Rancho Cuarta at the time Defendants purported to "accept" the Offer. The
27 Offer and the purported "acceptance" describe easements that pass over the Owners' properties.
28 At all times pertinent hereto, neither the YMCA nor Rancho Cuarta owned the fee to, or any other

1 transferable interest in, the Owners' properties.

2 56. The Owners are informed and believe, and thereon allege, that there is a 4.1 mile
3 driving distance between the YMCA Parcel and Parcel 123, as those Parcels are depicted on
4 Exhibits 2 and 3.

5 57. During the Commission's proceedings on the YMCA permit application, the
6 YMCA was the only applicant. Neither the Owners nor their predecessors in interest were permit
7 applicants or co-applicants. During the Commission's proceedings on the YMCA permit
8 application, the YMCA sought a permit to develop the YMCA Parcel. During the Commission's
9 proceedings on the YMCA permit application, no permit was sought for development on
10 properties owned by the Owners or their predecessors in interest.

11 58. The YMCA is the only "Grantor" named within the four corners of the Offer and
12 the Offer was recorded only in the chain of title to Parcel 136. The Offer was never recorded in
13 the chain of title to the Owners' properties.

14 59. Neither the Owners nor their predecessors-in-interest consented to the Offer during
15 the YMCA permit proceedings or at any other time. Neither the Owners nor their predecessors
16 received any benefit from the YMCA permit at any time.

17 60. Neither the Owners nor their predecessors-in-interest consented to any of the acts
18 of Defendants, as herein alleged.

19 61. At all times pertinent hereto, the Commission did not have fundamental,
20 personal, subject matter or permit jurisdiction over the Owners or their predecessors-in-interest,
21 or any property owned by any of them. At all times pertinent hereto, the Commission was
22 without jurisdiction to require the conveyance by the YMCA of properties/property rights owned
23 by third-party strangers, whose properties were unrelated, noncontiguous, separate from, not subject
24 to, and outside the boundaries of the property for which the applicant had sought its development
25 permit.

F. The Only Lawful Manner by Which to Implement Public Access in Hollister Ranch is by the Imposition of In-Lieu Fees and the Use of Those Fees to Either Purchase or Condemn the Required Easements – and Defendants Have Admitted as Much.

62. The California Legislature and the Commission have specifically acknowledged that, in areas like Hollister Ranch, no individual owner has the legal authority to grant public access easements because no individual owner owns the fee to all of the property over which those easements must pass.

63. In 1979, the Legislature enacted a general statute authorizing the Commission to charge fees “in lieu” of offers to dedicate for such areas, and then to use those fees to purchase or condemn the required easements. (Pub. Res. Code; sec. 30610.3, the “In Lieu Fee Statute.”)

64. The In Lieu Fee Statute imposed a mandatory obligation on the Commission to identify any area where public access opportunities were not adequate to meet public access requirements, and where individual permit applicants did not have the legal authority to comply with public access requirements as a condition of securing coastal development permits because those applicants did not own the property interests required to make a valid offer to dedicate. The In Lieu Fee Statute required that the Commission, after identifying these areas, conduct public hearings and adopt specific public access programs for these areas, and required the Conservancy to establish and implement such programs.

65. The In Lieu Fee Statute reflects longstanding California law, which recognizes that no person may create easements over property he does not own. To the extent the Commission attempted to affect the rights and property of interests of the Owners during and after the YMCA permit proceedings, the actions taken by the Commission are void as to the Owners’ rights and property interests. After enactment of the Statute, the Commission was without jurisdiction to impose permit conditions requiring an applicant, including the YMCA, to offer to dedicate easements on property the applicant did not own.

66. On January 24, 1980, shortly after the In Lieu Fee Statute was enacted, the Commission adopted a resolution that determined that Hollister Ranch “meets the criteria” specified in Section 30610.3 and specifically stating:

1 “... the public access policies of the Coastal Act shall be met in
2 Hollister Ranch through the mechanisms provided for in Section
30610.3 et sec. [sic] of the Coastal Act” (emphasis added).

3 By this formal action, the Coastal Commission determined that public access in Hollister Ranch
4 would be implemented by in-lieu fees and not by offers to dedicate. This resolution is referred to
5 herein as the “In Lieu Fee Resolution for Hollister Ranch.” In a subsequent formal action, as
6 alleged in paragraph 73, the Commission acknowledged that the YMCA Parcel, was “within”
7 Hollister Ranch and was subject to the In Lieu Fee Resolution for Hollister Ranch.

8 67. In June of 1980, four Hollister Ranch permit applicants were in litigation
9 challenging the Commission’s attempt to force them to procure offers to dedicate from other
10 Hollister Ranch parcel owners who were strangers to that permit process. In that litigation, the
11 Commission admitted:

12 “With the passage of section 30610.3, and the Commission’s
13 adoption of the January 24, 1980 resolution that it was applicable to
14 the Hollister Ranch, the Commission no longer has any intention,
15 ***nor by the express terms of that section, has it the legal authority***
16 ***to carry out the public access provisions of the Act by way of [. . .***
17 ***procuring offers to dedicate]. For the Commission, the Legislature***
18 ***has made a clear statement as to the way in which it believes the***
19 ***public access policies of the Act should be implemented in***
20 ***subdivisions such as Hollister Ranch and it intends to honor that***
21 ***statement as indeed it must.***”

22 68. The Owners are informed and believe, and thereon allege, that despite the acts and
23 admissions set forth above, in October 1980, the Commission imposed a permit condition on the
24 YMCA requiring that it make an offer to dedicate easements over the Owners’ properties in direct
25 disregard of the mandates of section 30610.3.

26 69. The Owners are informed and believe, and thereon allege, that when the
27 Commission imposed the permit condition referenced above on the YMCA, the Commission knew
28 or should have known that the YMCA did not own the property interests required to make a valid
offer or a valid dedication.

70. The Owners are informed and believe, and thereon allege, that at the time the
Commission imposed the permit condition on the YMCA, the Commission lacked jurisdiction to
affect the rights and property interests of the Owners by virtue of longstanding California property

1 law, the In Lieu Fee Statute and the In Lieu Fee Resolution for Hollister Ranch.

2 71. The Owners are informed and believe, and thereon allege, that at the time the
3 Commission imposed the permit condition on the YMCA, the Commission knew that it did not
4 have jurisdiction over the Owners, the predecessors-in-interest of the Owners, or any Hollister
5 Ranch parcel owned by any of them.

6 72. In February of 1982, special legislation for Hollister Ranch became effective,
7 setting the amount of the in-lieu fee at \$5,000 per permit. (Pub. Res. Code, sec. 30610.8, the
8 "\$5,000 Statute".) Plaintiffs are informed and believe, and thereon allege, that since 1982 the
9 Commission has routinely collected the \$5,000 fee for each coastal development permit issued to
10 Hollister Ranch property owners.

11 73. In August of 1982, the Commission adopted its Revised Hollister Ranch Access
12 Program. In that Program, the Commission expressly acknowledged that the YMCA Parcel was
13 "within" Hollister Ranch. In doing so, the Commission admitted that the YMCA Parcel is subject
14 to the In Lieu Fee Resolution for Hollister Ranch. In doing so, the Commission admitted that the
15 YMCA Parcel was subject to the In Lieu Fee Statutes, and thus acknowledged that it was acting
16 without jurisdiction as to the Owners, their predecessors-in-interest, and their properties when it
17 imposed a condition on the YMCA's coastal development permit requiring an offer to dedicate
18 public access easements over property owned by the Owners or their predecessors-in-interest.

19 74. The facts alleged in paragraphs 62 to 67 constitute an admission by the State and
20 the Commission that the In Lieu Fee Statute, the \$5,000 Statute and the adoption and
21 implementation of the In Lieu Fee Resolution for Hollister Ranch constitute the only lawful
22 manner by which public access can be implemented in Hollister Ranch. The Owners are
23 informed and believe, and thereon allege, that the Commission's jurisdiction in 1980 and 1982
24 was limited to compliance with the In Lieu Fee Statute, the \$5,000 Statute and the In Lieu Fee
25 Resolution for Hollister Ranch, which authorized the exclusive "in lieu fee" assessment and
26 prohibited the Commission from requiring the YMCA to offer to convey the Owners' property
27 interests that the YMCA did not own.

1 75. The facts alleged in paragraphs 62 to 67 constitute an admission by the State and
2 Commission that the Commission cannot lawfully attempt to implement public access by the
3 acceptance of purported offers to dedicate within Hollister Ranch.

4 76. On April 28, 1982, despite the acts and admissions set forth in paragraphs 62 to
5 67, the Offer was recorded only in the chain of title to the YMCA Parcel. The Owners are
6 informed and believe, and thereon allege that, at the time the Commission submitted the Offer for
7 recordation, the Commission knew or should have known that the YMCA did not own the
8 property interests required to make a valid offer or a valid dedication.

9 77. On April 26, 2013, despite the acts and admissions set forth in paragraphs 62 to
10 67, the Certificate of Acceptance was recorded only in the chain of title to the YMCA Parcel. The
11 Owners are informed and believe, and thereon allege that, at the time the Commission submitted
12 the Certificate of Acceptance for recordation, the Commission knew or should have known that
13 Rancho Cuarto, the successor in interest to the YMCA, did not own the property interests required
14 to make a valid offer or a valid dedication.

15 **G. Defendants Cannot Create a Property Interest in the Owners' Properties by**
16 **"Accepting" an Offer That is Invalid and Void *Ab Initio*.**

17 78. The Owners are informed and believe, and thereon allege, that on April 3, 2013,
18 the Commission executed an "Acknowledgment" which certified that the Conservancy was a
19 public agency acceptable to the Executive Director of the Commission to be a grantee under the
20 Offer.

21 79. The Owners are informed and believe, and thereon allege, that on April 12, 2013
22 the Conservancy authored and sent, by U.S. mail, a document entitled "Notice – Public Access
23 Property Acceptance" ("Notice") to each member of the Plaintiff/Petitioner Class and to other
24 recipients currently unknown. The "Notice" stated that it was being provided to "every property
25 owner of record at the Hollister Ranch subdivision." The "Notice" states the Conservancy's
26 intention to accept an offer to dedicate lying over various referenced parcels "within Hollister
27 Ranch."
28

1 80. The Owners are informed and believe, and thereon allege, that on April 18, 2013,
2 the Conservancy executed a Certificate of Acceptance purporting to "accept" the Offer.

3 81. On April 26, 2013, the Commission recorded the "Certificate of Acceptance" as
4 Instrument No. 2013-0028299 of the Official Records, County of Santa Barbara. A certified copy
5 of the Certificate of Acceptance is attached hereto as Exhibit 5, and incorporated herein by this
6 reference. Each of the purported easements described in the Certificate of Acceptance burdens the
7 Owners' properties and attempts to deprive the Owners of their fundamental property rights.

8 82. Neither the Owners nor their predecessors-in-interest consented to Defendants
9 purported "acceptance" of the Offer. Neither the Owners nor their predecessors in interest
10 consented to Defendants recordation of the Certificate of Acceptance. The Offer and Certificate of
11 Acceptance are recorded only in the chain of title to the YMCA Parcel.

12 **CLASS ACTION ALLEGATIONS**

13 83. A class action is proper because there are 135 individual parcels of property in
14 Hollister Ranch (not counting the YMCA Parcel) which are owned by one or more combinations
15 of multiple persons and/or entities, making it impracticable to bring all of the individual owners
16 before the Court who are potential members of the class. (Code Civ. Proc., sec. 382; Cal. Rules of
17 Court, Rule 3.760.) There are questions of law and fact that are common to all members of the
18 Class and the Subclasses that predominate over any questions affecting any individual Class or
19 Subclass member.

20 84. The proposed Class is defined as every Owner of a fee interest in property in
21 Hollister Ranch, with the exception of the Cooperative and the Association, which are individual
22 Plaintiffs and Petitioners, and with the exception of Rancho Cuarta, the current owner of the
23 YMCA Parcel, which is not a member of the Class and which is named as a defendant and real
24 party in interest in this first amended complaint pursuant to this Court's order on Defendants'
25 demurrer to the original complaint. No member of the Class or Subclasses is either a predecessor-
26 in-interest or a successor-in-interest to the YMCA, which purported to offer the easements over
27 the Owners' properties.

1 85. Pappas brings this action individually and on behalf of the Class. The claims of
2 Pappas are typical of the claims of the Class.

3 86. Subclass 1 (also referred to herein as “Bona Fide Purchasers” or “Bona Fide
4 Purchaser Subclass”) is defined as every member of the Class who purchased an interest in
5 property in Hollister Ranch, paid valuable consideration for that interest, in good faith, without
6 actual or constructive knowledge of Defendant’s claims of right, and who duly recorded their
7 interest in their property. The Bona Fide Purchaser Subclass also includes members of the
8 Plaintiff Class who acquired title to Hollister Ranch properties with notice of circumstances
9 implying the suspicion of possible claims by Defendants, undertook such reasonable inquiries and
10 investigations under the circumstances, and determined directly or through others, the nature and
11 extent of the Offer by the YMCA and the defective title, and who were reasonably satisfied
12 thereby. The Bona Fide Purchasers hold title to their properties free and clear of any claim by
13 Defendants.

14 87. Behunin and Connelly bring suit individually and on behalf of Subclass 1. The
15 claims of Behunin and Connelly are typical of the claims of Subclass 1.

16 88. Subclass 2 (also referred to herein as the “In Lieu Fee Payors”) is defined as every
17 member of the Class who applied for and received a coastal development permit from the
18 Commission, which permit the Commission conditioned on the payment of a statutorily required
19 “in lieu fee” of \$5,000, all without any notice, claim, condition or requirement by Defendants that
20 the properties owned by the In Lieu Fee Payors were burdened by the adverse claims of
21 Defendants as alleged herein. The In Lieu Fee Payors hold title to their properties free and clear of
22 any claim by Defendants.

23 89. Behunin brings suit individually and on behalf of Subclass 2. The claims of
24 Behunin are typical of the claims of Subclass 2.

25 90. Class members exclude the defendants and members of this Court.

26 91. The Owners reserve the right to amend the class definition and to define further
27 subclasses if needed.

92. All Plaintiffs/Petitioners who are members of the Class have suffered harm and are likely to continue to suffer harm as a result of the conduct of Defendants.

93. The Class and Subclass Plaintiffs will fully, fairly and adequately protect the interests of the Class and the Subclasses. The interests of the Class and Subclass Plaintiffs are consistent with and not antagonistic to the interests of the Class and the Subclasses. The Class and Subclass Plaintiffs have agreed to act for the benefit of all of the Class and Subclass members similarly situated and not to put their individual interests ahead of any member of the Class or Subclasses.

94. The prosecution of a multitude of separate actions by individual Class or Subclass members may establish incompatible standards of conduct for the parties opposing the Class, may substantially impair or impede the interests of other members of the Class to protect their interests, and will result in waste.

95. This proposed Class Action is manageable because the identity of each of the owners of property within Hollister Ranch can be ascertained by reference to records maintained by Defendant County of Santa Barbara.

96. The actions of Defendants applicable to the Plaintiffs apply generally to the Class and to the Subclasses, thereby making the final relief granted by the Court to the Plaintiffs applicable to the Class and Subclasses as a whole.

97. This Class Action would be superior to other available methods for the fair and efficient adjudication of the controversy between the parties.

FIRST CAUSE OF ACTION - QUIET TITLE

(All Plaintiffs Against All Defendants)

*(No Property Interest in the Owners' Properties
Can be Created by the "Acceptance" of an Offer
That is Invalid and Void Ab Initio.)*

98. The Owners refer to and incorporate Paragraphs 1 through 97, inclusive, as though fully set forth herein.

99. The Owners seek to quiet title against any and all claims by Defendants for any

1 interest in the Owners' properties, including but not limited to easements claimed under the Offer
2 and Certificate of Acceptance, the approximate location of which is shown on Exhibits 2 and 3 and
3 referred to herein as (a) the Rancho Real Road Easement; (b) the Cuarta Canyon Road Easement;
4 (c) the Bluff Top Trail Easement Area; (d) the 10' Footpath Easement; (e) the 3880' Beach
5 Easement; and (f) the 20' Access Easement. The easements claimed by the Defendants are
6 referred to herein as the "Claimed Easements."

7 100. The Owners are informed and believe, and thereon allege, that the road distance
8 from the YMCA Parcel to Parcel 123 along Cuarta Canyon Road and Rancho Real Road, as
9 shown on Exhibits 2 and 3, is approximately 4.1 miles.

10 101. The Owners are informed and believe, and thereon allege, that Defendants are not
11 claiming any easements over the YMCA Parcel.

12 102. The Owners are informed and believe, and thereon allege, that the only easements
13 claimed by Defendants pass over the Owners' properties.

14 103. It is not legally possible to grant an easement over property that the grantor does
15 not own.

16 104. It is not legally possible to grant an easement within an easement.

17 105. At all times time pertinent hereto, neither the YMCA nor Rancho Cuarta owned
18 the fee to, or any other transferable interest in, the Owners' properties over which the Claimed
19 Easements pass. At all times pertinent hereto, the only rights held by the YMCA or Rancho
20 Cuarta over the Owners' property were and are mere easement rights.

21 106. Defendants knew or should have known that, at all times pertinent hereto, neither
22 the YMCA nor Rancho Cuarta owned the fee to, or any other transferable property interest in, the
23 Owners' properties over which the Claimed Easements pass.

24 107. No act by Defendants or any of them, as herein alleged, created any easements for
25 Defendants over the Owners' properties, including but not limited to the Claimed Easements. The
26 defendants actions were taken in direct contravention of established California law, both statutory
27 and common law, were undertaken without jurisdiction over the Owners or their properties, are
28 void, and are not time barred.

H. Rancho Real and Cuarta Canyon Road Easements

108. The Owners are informed and believe, and thereon allege, that Defendants claim an easement over that portion of Rancho Real that passes over the Nine Beachfront Parcels, Parcels 103, 105, 106, 107, 119, 120, 121, 122 and 123, as shown on Exhibits 2 and 3. The approximate location of the Rancho Real Road easement is shown on Exhibit 3.

109. The Owners are informed and believe, and thereon allege, that Defendants claim an easement over that portion of Cuarta Canyon Road that passes over Parcels 101, 103, 105, 110 and 111, as shown on Exhibits 2 and 3. The approximate location of the Cuarta Canyon Road easement is shown on Exhibit 3.

110. Behunin and Connelly are the fee Owners in possession of Parcels 103 and 105, as shown on Exhibits 2 and 3, two of the Beachfront Parcels over which pass Rancho Real and Cuarta Canyon Roads.

111. Each of the Class Plaintiffs owns a non-exclusive easement in Rancho Real and Cuarta Canyon Roads. The Association and the Class Plaintiffs have a non-exclusive right, under the CC&Rs which were recorded in 1971, to enforce the CC&R's restrictions on the use of Rancho Real and Cuarta Canyon Roads, to restrict the use of the referenced roads so as to prohibit the use threatened by the Defendants and, moreover, to prohibit creation of an easement over said roads without a vote of the Owners.

112. The legal descriptions of Rancho Real and Cuarta Canyon Roads are attached hereto as Exhibits 6 and 7, respectively, and incorporated herein by this reference.

I. Bluff Top Trail Easement Area

113. The Owners are informed and believe, and thereon allege, that Defendants claim a right to use the Nine Beachfront parcels for a Bluff Top Trail. The location of this trail is not stated in either the Offer or the Certificate of Acceptance. Instead, those documents state that said Trail will be located in an "area" between Rancho Real and the railroad right of way. The approximate location of this Bluff Top Trail Easement Area is shown on Exhibit 3.

114. Behunin and Connelly are the fee Owners in possession of Parcels 103 and 105, two of the Beachfront Parcels on which the claimed Bluff Top Trail Easement Area is located, as

1 shown on Exhibit 3.

2 115. The CC&Rs restrict the use of the portions of the Nine Beachfront Parcels upon
3 which the Bluff Top Trail Easement is located, and the use threatened by the Defendants for that
4 Bluff Top Trail violates those use restrictions. The Association and the Class Plaintiffs have a
5 non-exclusive right, under the CC&Rs, to enforce the CC&R restrictions on the use of those
6 portions of the Nine Beachfront Parcels upon which the Bluff Top Trail Easement is located.

7 116. The description of the purported Bluff Top Trail Easement, as set forth in the
8 Certificate of Acceptance, is attached hereto as Exhibit 8, and incorporated herein by this
9 reference.

10 117. The Offer to Dedicate (Exh. 4) and the Offer attached to the Certificate of
11 Acceptance (Exh. 5) expressly state that the easement for the Bluff Top Trail is made only "to the
12 extent of the [YMCA's] legal and equitable interests" over the Nine Beachfront Parcels (Exh. 4, p.
13 5, Exh. 5, p. 10).

14 118. At no time pertinent hereto did the YMCA or Rancho Cuarta own any legal or
15 equitable interest in the Bluff Top Trail Easement Area as shown on Exhibit 3.

16 **J. 10' Footpath Easement**

17 119. The Owners are informed and believe, and thereon allege, that Defendants claim
18 an easement for a 10' Footpath over Parcels 103 and 105, the approximate location of which is
19 shown on Exhibit 3.

20 120. Behunin and Connelly are the fee Owners in possession of Parcels 103 and 105, as
21 shown on Exhibits 2 and 3.

22 121. The CC&Rs restrict the use of the portions of the Parcels 103 and 105 upon which
23 the 10' Footpath Easement is located, and the use threatened by the Defendants for that 10'
24 Footpath Easement violates those use restrictions. The Association and the Class Plaintiffs have a
25 non-exclusive right, under the CC&Rs, to enforce the restrictions on the use of those portions of
26 Parcels 103 and 105 upon which the 10' Footpath Easement is located.

27 122. The legal description of the 10' Footpath Easement is attached hereto as Exhibit 9,
28 and incorporated herein by this reference.

K. 3880' Beach Easement

123. The Owners are informed and believe and thereon allege that Defendants claim a 3880' Beach Easement over Parcel 104, as shown on Exhibits 2 and 3. On information and belief, the approximate size of this claimed Beach Easement is 16.32 acres.

124. The Association is the fee Owner in possession of Parcel 104, as shown on Exhibits 2 and 3.

125. The CC&Rs restrict the use of Parcel 104 to beach recreational use by Hollister Ranch owners and their guests, and the use threatened by the Defendants for Beach Easement violates those use restrictions. Each of the Class Plaintiffs has the non-exclusive right to use Parcel 104 for beach recreational use and to enforce the restrictions on the use of Parcel 104, which right is defined by the CC&Rs as appurtenant to each Class Plaintiff's individual parcel.

126. The legal description of the 3880' Beach Easement is attached hereto as Exhibit 10, and incorporated herein by this reference.

L. 20' Access Easement

127. The Owners are informed and believe and thereon allege that Defendants claim a 20' Access Easement over Parcels 103 and 104, the approximate location of which is shown on Exhibit 3.

128. Behunin is the fee Owner in possession of Parcel 103, as shown on Exhibits 2 and 3.

129. The Association is the fee Owner in possession of Parcel 104, as shown on Exhibits 2 and 3.

130. The CC&Rs restrict the use of the portions of the Parcels 103 and 104 upon which the 20' Access Easement is located, and the use threatened by the Defendants for that 20' Access Easement violates those use restrictions. The Association and the Class Plaintiffs have a non-exclusive right, under the CC&Rs, to enforce the CC&R's restrictions on the use of that portion of Parcel 103 upon which the 20' Access Easement is located.

131. The CC&Rs restrict the use of the portions of the Parcels 104 upon which the 20' Access Easement is located, and the use threatened by the Defendants for that 20' Access

1 Easement violates those use restrictions. Each of the Class Plaintiffs has the non-exclusive right to
2 use Parcel 104 for beach recreational use and to enforce the CC&R restrictions on the use of
3 Parcel 104, which rights are defined by the CC&Rs as appurtenant to each Plaintiff's individual
4 parcel.

5 132. The legal description of the 20' Access Easement is attached hereto as Exhibit 11,
6 and incorporated herein by this reference.

7 **M. Allegations Common to All Claimed Easements**

8 133. The Owners are informed and believe and thereon allege, that Defendants claim a
9 right to use the Owners' properties that is adverse to the Owners' respective rights in and titles to
10 each of the properties that is the subject of this action. Defendants' claims are without any right
11 and Defendants have no right to use the Owners' properties, for easements or for any other use.
12 Defendants' claims to each easement are in direct contravention of establish California statutory
13 and common law, were undertaken without jurisdiction over the Owners and their properties, are
14 void, and are subject to challenge at any time.

15 134. The Owners seek a determination of their respective interests in the properties
16 described herein, as of the date of filing of this complaint.

17 **SECOND CAUSE OF ACTION – CANCELLATION**

18 (All Plaintiffs Against All Defendants)

19 *(The Offer and the Certificate of Acceptance*
20 *Are Invalid and Void Ab Initio)*

21 135. Plaintiffs refer to and incorporate Paragraphs 1-6, 21-27, 35-38, and 41-50,
22 inclusive, as though fully set forth herein.

23 136. The Owners have a reasonable apprehension that the instruments attached as
24 Exhibits 4 (the Offer) and 5 (the Certificate of Acceptance), incorporated herein by this reference,
25 if they are left outstanding, may cause serious injury to Plaintiffs and their properties. The Owners
26 hereby apply to the Court for an adjudication that those instruments are void and should be
27 cancelled.

137. The YMCA is the only "grantor" named in the Offer and the Certificate of Acceptance.

138. The easements which are the subject of the Offer and the Certificate of Acceptance do not pass over property owned by the "grantor" or its successor.

139. The easements which are the subject of the Offer and the Certificate of Acceptance pass over the Owners' properties, as shown on Exhibits 2 and 3.

140. At no time pertinent hereto, did the YMCA or Rancho Cuarta own the fee to, or any transferable property interest in, the Owners' properties.

141. Neither the Owners nor their predecessors-in-interest executed the Offer and the Certificate of Acceptance.

142. Neither the Owners nor their predecessors-in-interest consented to the Offer and the Certificate of Acceptance.

143. Neither the Owners nor their predecessors-in-interest received any consideration for the easements which are the subject of the Offer and the Certificate of Acceptance.

144. The Offer and the Certificate of Acceptance are void *ab initio* and a complete nullity and should be cancelled.

145. The Offer and the Certificate of Acceptance are void *ab initio* as contrary to public policy, unlawful, and should be cancelled, as it is illegal to sign an instrument purporting to offer property interests the grantor does not own. Defendants' claims to each easement are in direct contravention of establish California statutory and common law, were undertaken without jurisdiction over the Owners and their properties, are void, and are subject to challenge at any time.

THIRD CAUSE OF ACTION - QUIET TITLE

(Plaintiff Bona Fide Purchaser Subclass Against All Defendants)

(Plaintiff Bona Fide Purchasers Acquired Title Free and Clear of Any Interest by Defendants)

146. Plaintiffs refer to and incorporate Paragraphs 1-6, 16, 20-21, and 37-50, inclusive, as though fully set forth herein.

147. The YMCA is the only "grantor" named in the Offer.

148. The Offer is recorded only in the chain of title to the YMCA Parcel. The Offer is not recorded in the chain of title to the Owners' properties.

149. The YMCA is the only "grantor" named in the Certificate of Acceptance.

150. The Certificate of Acceptance is recorded only in the chain of title to the YMCA Parcel. The Certificate of Acceptance is not recorded in the chain of title to the Owners' properties.

151. Defendants have no interest in the properties owned by the Bona Fide Purchaser Subclass, including but not limited to the easements described herein.

152. Plaintiffs Bona Fide Purchasers are informed and believe, and thereon allege, that Defendants claim a right to use their properties, and that claim is adverse to their respective rights in and titles to each of the properties that is the subject of this action. Defendants' claims are without any right and Defendants have no right to use any of the properties owned by the Plaintiffs Bona Fide Purchasers, for access easements or for any other use.

153. Plaintiffs Bona Fide Purchasers seek to quiet title to any and all claims by Defendants for any interest in their properties, including but not limited to the Claimed Easements.

154. Plaintiff Bona Fide Purchasers seek a determination of their respective interests in the properties described above, as of the date of filing of this complaint.

FOURTH CAUSE OF ACTION - QUIET TITLE

(All Plaintiffs Against All Defendants)

(In No Event Can Defendants Commission and Conservancy Claim Easements Not Mentioned in the Offer or in the Certificate of Acceptance)

155. Plaintiffs refer to and incorporate Paragraphs 1-6, 20-38, and 41-50, inclusive, as though fully set forth herein.

156. The Owners are informed and believe and thereon allege that Defendants claim certain easements that are not included in either the Offer or the Certificate of Acceptance.

A. The 20' Access Easement

157. The Owners are informed and believe and thereon allege that Defendants claim a

20' Access Easement over Parcels 103 and 104, the approximate location of which is shown on Exhibit 3.

158. Behunin is the fee Owner in possession of Parcel 103, as shown on Exhibits 2 and 3.

159. The Association and the Class Plaintiffs have a non-exclusive right, under the CC&Rs, to restrict the use of that portion of Parcel 103 upon which the 20' Access Easement is located.

160. The Association is the fee Owner in possession of Parcel 104, as shown on Exhibits 2 and 3.

161. Each of the Class Plaintiffs has the non-exclusive right to use Parcel 104 for beach recreational use and to restrict the use of this property, which rights are defined by the CC&Rs as appurtenant to each Plaintiff's individual parcel.

162. The legal description of the 20' Access Easement is attached hereto as Exhibit 11, and incorporated herein by this reference.

163. The Offer does not include the 20' Access Easement.

164. The Certificate of Acceptance does not include the 20' Access Easement.

165. The Owners are informed and believe, and thereon allege, that no previous or present owner of any Hollister Ranch property ever offered to dedicate to the public any interest in the 20' Access Easement.

166. No act by Defendants, as alleged herein, could give Defendants any right to use Parcels 103 and 104 for a 20' Access Easement or for any other use.

B. The Beach Parcels

167. Parcels 49 and 104 are the Beach Parcels, which consist of 340 acres and comprise 8.2 miles of coastline bounded by the Southern Pacific Railroad Right of Way on the inland side and the Mean High Tide Line on the ocean side, as shown on Exhibits 2 and 3.

168. The Association is the fee Owner in possession of Parcel 49 and Parcel 104.

169. Each of the Class Plaintiffs has the non-exclusive right to use Parcels 49 and 104 for beach recreational use and to restrict the use of those Parcels, which right is defined by the

1 CC&Rs as appurtenant to each Plaintiff's individual parcel.

2 170. The Owners are informed and believe, and thereon allege, that Defendants are
3 claiming a right to use the entirety of both Beach Parcels (Parcels 49 and 104).

4 171. In the upper left hand corner of the Certificate of Acceptance (Exh. 5 at p. 3),
5 immediately following the designation of the recording party, there is a reference to "APN 83-
6 680-034" and "APN 83-067-018." Defendants also included those APN numbers in the April 12,
7 2013 "Notice – Public Access Property Acceptance" ("Notice") described in paragraph 79.

8 172. The first APN (83-680-034) listed on the face of the Certificate of Acceptance is
9 the parcel number assigned by the Santa Barbara County Assessor's Office ("Assessor's Office")
10 to the westerly portion of Beach Parcel 104, as shown on Exhibits 2 and 3, outside the portion of
11 Parcel 104 shown as the 3880' Beach Easement.

12 173. Even if the Court were to find against Plaintiffs on their request to quiet title
13 against any and all claims by Defendants to an interest in Parcel 104, no act by Defendants could
14 create an easement outside the boundaries of the 3880' Beach Easement, as shown on Exhibits 2
15 and 3.

16 174. Plaintiffs are informed and believe and thereon allege that no previous or present
17 owner of any Hollister Ranch property ever offered to dedicate to the public any interest in Parcel
18 104 except for the purported offer by the YMCA, as alleged herein. The 3880' Beach Easement is
19 the only beach easement included in the Offer and the purported copy of the Offer attached to the
20 Certificate of Acceptance.

21 175. The second APN (83-067-018) listed on the face of the Certificate of Acceptance
22 does not exist in Hollister Ranch. A similar number, APN 83-670-018, is the parcel number
23 assigned by the Assessor's Office to Beach Parcel 49, as shown on Exhibit 2.

24 176. No act by Defendants, as alleged herein, could give Defendants any right to use
25 Parcel 49 for a beach easement, or for any other use. The Offer does not include any right to use
26 Parcel 49. The Certificate as recorded does not include any right to use Parcel 49.

27 177. The Owners are informed and believe, and thereon allege, that no previous or
28 present owner of any Hollister Ranch property ever offered to dedicate to the public any interest in

1 Parcel 49.

2 178. The Owners are informed and believe, and thereon allege, that Defendants claim a
3 right to use the Owners' properties that is adverse to the Owners' respective rights in and titles to
4 each of the properties that is the subject of this action. Defendants' claims are without any right
5 and Defendants have no right to use any of the Owners' properties, for access easements or for any
6 other use.

7 179. The Owners seek to quiet title to any and all claims by Defendants for any interest
8 in the Owners properties as herein alleged.

9 180. The Owners seek a determination of their respective interests in the properties
10 described above, as of the date of filing of this complaint.

11 **FIFTH CAUSE OF ACTION - DECLARATORY AND INJUNCTIVE RELIEF**

12 (Against Defendants State, Commission and Conservancy)

13 *(Defendants Have No Property Interest in the Owners' Properties)*

14 181. Plaintiffs refer to and incorporate Paragraphs 1-180, as though fully set forth
15 herein.

16 182. An actual controversy and dispute has arisen between the parties as to the Owners'
17 properties and Defendants' rights, if any, to use the Owners' properties described in the First
18 through Fourth Causes of Action. The controversy and dispute involves allegations including, but
19 not limited to, the following.

20 183. The Owners allege that the recordation of the Certificate of Acceptance did not
21 create any right by Defendants to use the Owners' properties because it is not legally possible to
22 grant easement over property which the purported "grantor" does not own. Defendants dispute the
23 Owners' allegations.

24 184. The Owners allege that the recordation of the Certificate of Acceptance did not
25 create any right by Defendants to use the Owners' properties because it is not legally possible to
26 create an easement within an easement. Defendants dispute the Owners' allegations.

27 185. The Owners allege that the Offer and the Certificate of Acceptance are void
28 because the YMCA purported to wrongfully convert and expand express "appurtenant" easements

1 into non-appurtenant "in gross" easements over the Owners' properties. Defendants dispute the
2 Owners' allegations.

3 186. The Owners allege that the Offer and the Certificate of Acceptance are void *ab*
4 *initio* and a complete nullity and should be cancelled. Defendants dispute the Owners' allegations.

5 187. The Owners allege that the Offer and the Certificate of Acceptance are *void ab*
6 *initio* as contrary to public policy, unlawful and should be cancelled, as it is illegal to sign an
7 instrument purporting to offer property interests the grantor does not own. Defendants dispute the
8 Owners' allegations.

9 188. The Owners allege that neither the purported "acceptance" of the Offer, nor the
10 recordation of the Certificate of Acceptance, created any right by Defendants to use the Owners'
11 properties in violation of the CC&R's. Defendants dispute the Owners' allegations.

12 189. The Owners allege that each member of the Bona Fide Purchaser Subclass holds
13 title free and clear of any claims by Defendants. Defendants dispute the Owners' allegations.

14 190. The Owners allege that each member of the In Lieu Fee Payor Subclass holds title
15 free and clear of any claims by Defendants. Defendants dispute the Owners' allegations.

16 191. The Owners allege that the purported "acceptance" by the Conservancy and the
17 recordation of the Certificate of Acceptance by the Commission did not create any right by
18 Defendants to use the Owners' properties because Defendants did not have fundamental, personal,
19 subject matter, permit jurisdiction or any other type of jurisdiction over the Owners, or over their
20 predecessors in interest, over the properties owned by the Owners and their predecessors in
21 interest at any time pertinent hereto. Defendants dispute the Owners' allegations.

22 192. The Owners allege that the purported "acceptance" by the Conservancy and the
23 recordation of the Certificate of Acceptance by the Commission did not create any right by
24 Defendants to use the Owners' properties because, at all times pertinent hereto, the Owners'
25 properties were unrelated, noncontiguous, separate from, not subject to, and outside of the YMCA
26 Parcel. Defendants dispute the Owners' allegations.

27 193. The Owners allege that the Commission's adoption and implementation of the In
28 Lieu Fee Resolution for Hollister Ranch constitutes an admission by the State of California,

1 binding on the people of the State and on all State agencies, that no individual has the authority to
2 grant public access easements in Hollister Ranch. Defendants dispute the Owners' allegations.

3 194. The Owners allege that the Commission's adoption and implementation of the In
4 Lieu Fee Resolution for Hollister Ranch constitutes an admission by the State of California,
5 binding on the people of the State and on all State agencies, that the recordation of the Certificate
6 of Acceptance could not, as a matter of law, create any right by Defendants to use Plaintiffs'
7 properties. Defendants dispute the Owners' allegations.

8 195. The Owners allege that the Commission's adoption and implementation of the In
9 Lieu Fee Resolution for Hollister Ranch constitutes an admission by the State of California,
10 binding on the people of the State and on all State agencies, that if Defendants State, Commission
11 and Conservancy desire to implement public access to Hollister Ranch, Defendants must either
12 purchase the access easements or condemn them. Defendants dispute the Owners' allegations.

13 196. The Owners allege that the Commission violated the In Lieu Fee Statute by
14 imposing on the YMCA a condition that it offer to dedicate public access easements over
15 properties which it did not own and in which it did not hold any transferable interest. Defendants
16 dispute the Owners' allegations.

17 197. The Owners allege that the Commission acted without jurisdiction by imposing
18 on the YMCA a permit condition requiring that it offer to convey easements on unrelated and
19 noncontiguous properties that the YMCA did not own, all (i) without acquiring the properties the
20 YMCA did not own; (ii) without authorizing the acquisition of the properties it did not own; (iii)
21 without making specific findings that funds could reasonably be expected for acquisition of the
22 properties the YMCA did not own to be made available within one year (see Cal. Pub. Res. Code
23 sec. 30604(e)); (iv) without requiring the YMCA to acquire such property rights from the owners
24 of the properties it did not own as a condition of the development permit; and (v) without requiring
25 the YMCA to pay any appropriate "in lieu fees" toward the eventual acquisition of access rights on
26 the properties it did not own. Defendants dispute the Owners' allegations.

27 198. The Owners allege that, to the extent that the Commission attempted to affect the
28 rights and property interests of the Owners and their predecessors-in-interest, the acts of the

Commission requiring the YMCA to execute and record the Offer that purported to burden properties the YMCA did not own, and which were owned by strangers to the YMCA permit process, are void and subject to challenge at any time.

199. The Owners allege that their claims are not barred by any statute of limitations or the doctrines of administrative finality, res judicata, or collateral estoppel for the reasons set forth in Paragraphs 7 through 14. The Owners further allege that the purported Offer to Dedicate was not complete as against the unrelated, noncontiguous, nonconsenting and nonparticipating landowners and their predecessors-in-interest until the Offer was "accepted." They further allege that only when an offer is accepted is the accepting defendant public entity properly identified; that only following the recording of the "acceptance" are the aggrieved landowners able to identify the appropriate defendant public entity against whom quiet title is to be sought, and the specific property rights claimed to be "accepted" by the entity. Defendants dispute the Owners' allegations.

200. The Owners further allege that, under applicable California law, they asserted their claims in a timely fashion for reasons that include, but are not limited to: The Commission did not have fundamental or any other type of jurisdiction over the Owners or their predecessors-in-interest, or over the properties owned by the Owners or their predecessors-in-interest during the YMCA permitting process; the Offer was recorded only in the chain of title to the YMCA Parcel; the Commission admitted by its acts and conduct in connection with the In Lieu Fee Resolution for Hollister Ranch and the adoption of the Hollister Ranch Access Program that the only lawful manner by which to implement public access in Hollister Ranch was through the use of "in lieu" fees; under those circumstances, no reasonable property owner would suspect that Defendants would later attempt to "accept" an offer which could not create any property interest as a matter of law; and, nonetheless, Defendants waited thirty-one years and then recorded the Certificate of Acceptance. Defendants dispute the Owners' allegations.

201. The Owners allege their claims are not and cannot be barred by the Coastal Act's 60 day statute of limitations, since that statute only applies to plaintiffs or properties that were subject to the Coastal Commission's permitting jurisdiction during an administrative proceeding.

1 As alleged herein, none of the Owners or their predecessors, and no property owned by the
2 Owners or their predecessors, were subject to the Commission's permitting jurisdiction during
3 the YMCA permit proceedings. The Owners further allege that, under California law, the
4 Coastal Act's 60 day statute of limitation only applies to claims challenging the conditions of
5 an *applicant-permittee's development permit* that are brought by the *applicant-permittee*, or any
6 subsequent *successors in interest*, that pertain to the *applicant-permittees' property*. Such law
7 does limit the rights of third-party land owners, like the Owners here, whose property rights are
8 appropriated by the Commission acting without fundamental jurisdiction over those owners, their
9 predecessors-in-interest, or the property of any of them.. Defendants dispute the Owners'
10 allegations.

11 202. The Owners allege that, even if the recordation of the Certificate of Acceptance
12 created some right by Defendants to use the Owners' properties, in no event would Defendants be
13 entitled to use the Owners' properties for a Bluff Top Trail because the Offer for such a trail stated
14 that it was made only "to the extent of [the YMCA's] legal and equitable interests" in the "affected
15 properties," and neither the YMCA nor Rancho Cuarta ever owned any legal or equitable interest
16 in the affected properties. Defendants dispute the Owners' allegations.

17 203. The Owners allege that in no event do Defendants have any interest in the 20'
18 Access Easement over Parcels 103 and 104, because neither the Offer nor the Certificate of
19 Acceptance includes the 20' Access Easement. Defendants dispute the Owners' allegations.

20 204. The Owners allege that in no event do Defendants have any interest in the 10'
21 Footpath Easement over Parcels 103 and 105, because that easement could not be transferred
22 without a conveyance of the fee to the YMCA Parcel. Defendants dispute the Owners'
23 allegations.

24 205. The Owners allege that in no event do Defendants have any interest in Parcel 49
25 because that the Offer does not include Parcel 49. Defendants dispute the Owners' allegations.

26 206. The Owners allege that, even if the Court finds against the Owners on the First
27 through Fourth Causes of Action, in no event do Defendants have any interest in Parcel 104
28 outside the boundaries of the 3880' Beach Easement as shown on Exhibit 3 because the Offer

1 does not include any portion of Parcel 104 outside the boundaries of the 3880' Beach Easement.
2 Defendants dispute Owners' allegations.

3 207. The Owners allege that any contingent right of the Commission, Conservancy or
4 County to transfer or accept the purported public access easements is unenforceable. Defendants
5 dispute the Owners' allegations.

6 208. The Owners are informed and believe, and thereon allege, that during the YMCA
7 permit process, the Commission required the YMCA to make the Offer based on the
8 Commission's treatment of the YMCA as a "de facto subdivider." Defendants did not accept the
9 YMCA offer within the time periods prescribed by Government Code section 66472.2 and/or
10 Code of Civil Procedure sections 771.010 and 771.020, and any purported acceptance by
11 Defendants is now barred. Defendants dispute the Owners' allegations.

12 209. The Owners reserve the right to amend this request for declaratory relief if
13 Defendants assert claims not readily apparent to Plaintiffs at the time this first amended complaint
14 is filed.

15 210. The Owners desire a judicial determination of their rights, as alleged herein.

16 211. A judicial declaration is necessary and appropriate at this time because
17 Defendants' actions have caused an unsettled state of affairs that affects the value, marketability,
18 and peaceful enjoyment of the Owners' properties.

19 212. The Owners are informed and believe that, unless enjoined by this Court, the
20 Defendants intend to and will attempt to enter and occupy the Owners' properties and will allow
21 the public to enter and occupy the Owners' properties, with no right to do so.

22 213. The Owners have no adequate remedy at law by which to prevent Defendants from
23 unlawfully entering and occupying the Owners' properties or by which to prevent Defendants
24 from unlawfully allowing the public to enter and occupy said properties. Monetary damages
25 would not provide a sufficient remedy for the wrongs about which Plaintiffs complain.

26 214. If Defendants are allowed to enter and occupy the Owners' properties, and if
27 Defendants are allowed to permit the public to enter and occupy said properties before this Court
28 has resolved the claims alleged herein, the Owners' will suffer irreparable harm to their property

interests, to their properties and to themselves.

215. As a consequence of Defendants' unlawful acts, the Owners are entitled to injunctive relief ordering Defendants to refrain from entering and occupying the Owners' properties, and to refrain from allowing the public to enter and occupy the Owners' properties, until and unless this Court adjudicates that Defendants have some lawful right to do so.

SIXTH CAUSE OF ACTION -- PETITION FOR WRIT OF MANDATE

(All Petitioners Against Respondents Commission and Conservancy;

Rancho Cuarta, Real Party in Interest)

216. The Owners, Petitioners, refer to and incorporate Paragraphs 1-215, inclusive, as though fully set forth herein.

217. The Owners are informed and believe, and thereon allege, that on April 3, 2013, the Commission executed an "Acknowledgment" which certified that the Conservancy was a public agency acceptable to the Executive Director of the Commission to be a grantee under the Offer. The Commission did not give notice to the Owners of this action, nor did it hold a public hearing thereon.

218. Petitioners are informed and believe, and thereon allege, that on April 18, 2013, the Conservancy executed the Certificate of Acceptance, purporting to accept the easements described in the Offer. The Conservancy did not give notice to Petitioners of this action, nor did it hold a public hearing thereon.

219. On April 26, 2013, the Commission recorded the Certificate of Acceptance.

220. The acts of the Respondents Commission and Conservancy, as alleged herein, were arbitrary and capricious. When those Respondents took the acts herein alleged, they knew or should have known that those acts could not create any valid dedication of easements over the Owners' properties because neither the YMCA nor Rancho Cuarta owned the fee to, or any transferable interest in, the Owners' properties over which the easements pass.

221. The acts of Respondents, as alleged herein, were arbitrary and capricious. Before Respondents took the acts herein alleged, Respondents adopted and implemented the In Lieu Fee Resolution for Hollister Ranch, based on Respondents' acknowledgment that no individual has or

1 had the authority to grant easements for public access in Hollister Ranch. Pursuant to that
2 adoption and implementation, the "acceptance" of any purported "offer" to dedicate public access
3 easements in Hollister Ranch could not, as a matter of law, create any right in Respondents to use
4 Petitioners' properties.

5 222. The acts of Conservancy and Commission set forth in paragraphs 217-219 should
6 be set aside because Respondents did not acquire any right to use Petitioners' properties by the
7 acts alleged therein.

8 223. In any event, the acts of the Conservancy and Commission set forth in paragraphs
9 217-219 should be set aside as to Parcel 49 and the 20' Access Easement over Parcels 103 and
10 104.

11 224. In any event, the acts of the Conservancy and Commission set forth in paragraphs
12 217-219 should be set aside as to any claim of an easement on Parcel 104 outside the boundaries
13 of the 3880' Beach Easement.

14 225. In any event, the acts of the Conservancy and Commission set forth in paragraphs
15 217-219 should be set aside as to the 10' Footpath Easement on Parcels 103 and 105.

16 226. Petitioners are beneficially interested in the above-alleged actions of the
17 Respondents for the reasons stated herein.

18 227. To the extent that any administrative remedies were available to the Owners by
19 which to challenge the acts of Respondents, the Owners have exhausted those remedies and have
20 performed all prerequisites imposed by law before filing this proceeding and action.

21 228. Respondents have taken final agency action with respect to the Certificate of
22 Acceptance and the Owners possess no other remedy to challenge Respondents' actions other
23 than by means of this lawsuit.

24 229. Mandate should issue to order Respondents to set aside and void each of their
25 actions, as alleged herein, and to take such acts as are necessary to extinguish the Offer and
26 Certificate of Acceptance.

SEVENTH CAUSE OF ACTION - TEMPORARY PHYSICAL TAKING

(All Plaintiffs Against Defendants Commission and Conservancy)

(Invalid Claim of Title to Plaintiffs' Properties)

230. The Owners refer to and incorporate Paragraphs 1-229, inclusive, as though fully set forth herein.

231. California Constitution, Article I, section 19, and the Fifth Amendment of the United States Constitution, made applicable to the states through the Fourteenth Amendment, prohibit the government from taking private property without just compensation.

232. In the event that the Owners prevail on the First, or the Second, or the Third, or the Fourth, or the Fifth, or the Sixth Causes of Action; and only in that event, the Owners allege this claim for temporary taking. Unless and until all of the contingencies stated in this paragraph occur, Defendants have no right to confess judgment on this claim.

233. The recordation of the Certificate of Acceptance constitutes a temporary physical taking of private property by an invalid claim of title, from the date of recordation of the Certificate of Acceptance to the date upon which the final judgment is entered. The Owners are entitled to damages for that physical taking in an amount to be determined at trial.

234. The Owners are entitled to reasonable costs, disbursements, and expenses, including reasonable attorney, appraisal, and engineering fees, actually incurred, pursuant to Code of Civil Procedure section 1036.

235. The Owners have performed any and all conditions precedent to the filing of this Petition and Complaint and have fully exhausted their administrative remedies with respect to the acts alleged herein. Defendants have taken final agency action.

EIGHTH CAUSE OF ACTION - QUIET TITLE

(All Plaintiffs Against All Defendants)

(Uncertainties, Coupled with Attempt to Modify the Offer Upon Acceptance)

236. The Owners refer to and incorporate Paragraphs 1-6, 20-38, and 41-50, inclusive, as though fully set forth herein.

237. The Owners cannot ascertain with any degree of certainty which other property or

1 properties Defendants claim are subject to the Certificate of Acceptance, for reasons including,
2 but not limited to, the following:

3 238. Attached to the Certificate of Acceptance is a document that, as stated in the text
4 of the Certificate, purports to be a copy of the Offer (Exh. 5, p. 3). The attachment is not a true
5 and correct copy of the Offer as recorded in 1982 (Exh. 4). The purported copy of the Offer
6 attached to the Certificate of Acceptance consists of 16 pages (Exh. 5, pp. 6-22). The Offer as
7 recorded consists of 45 pages (Exh. 4).

8 239. Because of the difference between the Offer as recorded, and the copy of the Offer
9 attached to the Certificate of Acceptance (Exh. 5, pp 6-22), the Certificate of Acceptance has a
10 completely different meaning from the Offer (Exh. 4).

11 240. The purported copy of the Offer attached to the Certificate of Acceptance changes
12 both the meaning of "subject property" (i.e., the property subject to the easements) and the
13 easements purportedly included in the Offer, by changing the letter designations and deleting
14 large portions of the Exhibits that were attached to the Offer as recorded.

15 241. By way of example, and not limitation, the changes referred to in Paragraph 238
16 alter the meaning of Exhibits A and B to the Offer as recorded, and therefore the definition of the
17 "subject property" and the easements described in the Certificate. (See e.g., Exhibit 4 at p. 1
18 [defining subject property as Exhibits A and B], and p. 5 [describing blufftop access trail as
19 "including but not limited to ... a non-exclusive trail easement described in Exhibit B...."].)

20 242. The purported copy of the Offer attached to the Certificate of Acceptance omits
21 the first four pages of Exhibit "B" to the Offer as recorded, which made it clear that the 10'
22 Footpath Easement could not be transferred absent a transfer of the underlying fee to the YMCA
23 Parcel. (Exh. 4, pp. 14-17 which are omitted from Exh. 5.) The omission of these pages, the first
24 of which includes the handwritten Exhibit "B", changes the meaning of Exhibit B in the
25 document.

26 243. The Offer as originally recorded (Exh. 4), which describes the various purported
27 "rights of access" by reference to attached exhibits and legal descriptions, is deficient, internally
28 inconsistent, and inconsistent with the exhibits and legal descriptions included in both.

244. The purported copy of the Offer attached to the Certificate of Acceptance (Exh. 5, pp 6-22), is deficient, internally inconsistent, and inconsistent with the exhibits and legal descriptions included in both.

245. Plaintiffs are informed and believe, and thereon allege, that the legal descriptions attached to the Offer as recorded (Exh. 4) include parcels which are not referenced in the text.

246. There is no manner by which the properties described in either the Offer as recorded or the purported copy of the Offer attached to the Certificate of Acceptance might be assembled to create contiguous public access to the beach.

247. Because of these purported claims, deficiencies and confusion, the Owners must not only quiet title as specifically alleged in the other causes of action herein, but also as against any and all claims by Defendants to the easements described in the Offer as recorded and in the Certificate of Acceptance.

248. The Owners are informed and believe, and thereon allege, that Defendants claim a right to use the Owners' properties that is adverse to the Owners' respective rights in and titles to each of the Owners' properties. Defendants' claims are without any right and Defendants have no right to use any of the Owners' properties described above, for access easements or for any other use.

249. The Owners seek a determination of their respective interests in the properties described above, as of the date of filing of this complaint.

NINTH CAUSE OF ACTION - DECLARATORY RELIEF

(All Plaintiffs Against Defendants Conservancy and Commission)

(The Court Should Clarify the Scope of Interests, If Any,

Created by the Certificate of Acceptance)

250. If the Court does not quiet title, grant declaratory and/or injunctive relief, and issue mandate as prayed for in the First, Second, Third, Fourth, Fifth, and Sixth Causes of Action, the Owners seek declaratory relief in the alternative as stated in the following paragraphs.

251. The Owners refer to and incorporate Paragraphs 1-250, inclusive, as though fully set forth herein.

252. The Owners allege that Defendants changed the meaning of the Offer by recording with the Certificate of Acceptance a copy of the offer that is different from the Offer as recorded in 1982. Defendants dispute the Owners' allegations.

253. The Owners allege that the Offer as originally recorded (Exh. 4), which describes the various purported "rights of access" by reference to attached exhibits and legal descriptions, is deficient, internally inconsistent, and inconsistent with the exhibits and legal descriptions included in both. Defendants dispute the Owners' allegations.

254. The Owners allege that the purported copy of the Offer attached to the Certificate of Acceptance (Exh. 5, pp. 6-22), is deficient, internally inconsistent, and inconsistent with the exhibits and legal descriptions included in both. Defendants dispute the Owners' allegations.

255. The Owners allege that, even if the recordation of the Certificate of Acceptance created some right by Defendants to use the Owners' properties, in no event would Defendants be entitled to use the Owners' properties for a Bluff Top Trail. As shown in Exhibit 3C, there is not a sufficiently wide contiguous strip of land along the top of the bluff within the legal description set forth in Exhibits 4 and 5 to accommodate such a trail. Defendants dispute the Owners' allegations.

256. The Owners allege that, even if the recordation of the Certificate of Acceptance created some right by Defendants to use the Owners' properties, in no event would Defendants be entitled to use the Owners' properties for a Bluff Top Trail because most, if not all, of the Bluff Top Trail described in Exhibits 4 and 5 lies outside the property defined as the "subject property" in the Offer as recorded and in the purported copy of the Offer that is attached to the Certificate of Acceptance. Defendants dispute the Owners' allegations.

257. The Owners allege that, even if the recordation of the Certificate of Acceptance created some right by Defendants to use the Owners' properties, the Certificate of Acceptance is unenforceable because its objective is impossible to achieve. The Owners allege that there is no manner by which the properties described in either the Offer as recorded or the purported copy of the Offer attached to the Certificate of Acceptance might be assembled to create contiguous public access to the beach. The reasons for the lack of contiguity are numerous and include, but

are not limited to, the following: the legal description of the 10' Footpath Easement terminates on the landward side of the Union Pacific railroad right-of-way and does not continue through that right-of-way to the beach, as shown on Exhibit 3. Defendants dispute the Owners' allegations.

258. The Owners allege that, even if the recordation of the Certificate of Acceptance created some right by Defendants to use the Owners' properties, the terms for implementation of the access program set forth in the Certificate of Acceptance are ambiguous and require interpretation by the court. Defendants dispute the Owners' allegations.

259. The Owners allege that, even if the recordation of the Certificate of Acceptance created some right by Defendants to use the Owners' properties, in no event would Defendants be entitled to use the Owners' properties in violation of the CC&R's. Defendants dispute the Owners' allegations.

260. The Owners reserve the right to amend this request for declaratory relief as judicial determinations are made as to the issues and documents asserted herein, and if Defendants assert claims not readily apparent to the Owners at the time this first amended complaint is filed.

261. The Owners desire a judicial determination of their rights in favor of their claims, as alleged herein.

262. A judicial declaration is necessary and appropriate at this time because Defendants' actions have caused an unsettled state of affairs that affects the value, marketability, and peaceful enjoyment of the Owners' properties.

TENTH CAUSE OF ACTION - DECLARATORY RELIEF

(All Plaintiffs Against Defendants Commission and Conservancy)

(Physical Taking of Plaintiffs' Properties)

263. In the event that the Commission and the Conservancy do not set aside their actions as prayed in the Sixth Cause of Action, and in the event that the Court, for any reason, finds in favor of the Commission and the Conservancy on the First, Second, Third, Fourth, Fifth, Eighth, or Ninth Causes of Action, and only in those events, as a matter of last resort, Plaintiffs allege this claim for declaratory relief. Unless and until all of the contingencies stated in this paragraph occur, Defendants have no right to confess judgment on this claim.

1 264. The Owners refer to and incorporate Paragraphs 1-263, inclusive, as though fully
2 set forth herein.

3 265. California Constitution, Article I, section 19, and the Fifth Amendment of the
4 United States Constitution, made applicable to the states through the Fourteenth Amendment,
5 prohibit the government from taking private property without just compensation.

6 266. An actual and present controversy has arisen and now exists between the Owners
7 and Defendants. The Owners allege that, even if the Court finds that the recordation of the
8 Certificate of Acceptance created some right by the Commission and Conservancy to use the
9 Owners' properties, any continued claim by Defendants of a right to use the Owners' properties
10 will result in an unconstitutional physical taking of the Owners' properties. Defendants dispute
11 the Owners' allegation.

12 267. The Owners desire a judicial declaration that any continued claim by Defendants
13 of a right to use the Owners' properties will result in an unconstitutional physical taking of those
14 properties.

15 268. A judicial declaration is necessary and appropriate at this time because
16 Defendants' actions have caused an unsettled state of affairs that affects the value, marketability,
17 and peaceful enjoyment of the Owners' properties.

18 **ELEVENTH CAUSE OF ACTION - DECLARATORY RELIEF**

19 (All Plaintiffs Against Defendants Commission and Conservancy)

20 (Regulatory Taking of Plaintiffs' Properties)

21 269. In the event that the Commission and the Conservancy do not set aside their
22 actions as prayed in the Sixth Cause of Action, and in the event that the Court, for any reason,
23 finds in favor of the Commission and the Conservancy on the First, Second, Third, Fourth,
24 Eighth, or Ninth Causes of Action, and only in those events, as a matter of last resort, Plaintiffs
25 allege this claim for declaratory relief. Unless and until all of the contingencies stated in this
26 paragraph occur, Defendants have no right to confess judgment on this claim.

27 270. The Owners refer to and incorporate Paragraphs 1-269, inclusive, as though fully
28 set forth herein.

271. The Owners bring this claim on their own account, as Owners of the properties over which pass the easements purportedly "offered" by the YMCA and purportedly "accepted" by the Defendants. As alleged above, neither the Owners nor their predecessors in interest were applicants or co-applicants in the permit proceedings during which the YMCA made the purported "offer." No development was proposed on properties owned by the Owners or their predecessors in interest during that proceeding. The Commission had no jurisdiction over the Owners, over their predecessors in interest, or over the properties owned by the Owners' and their predecessors in interest during that proceeding.

272. California Constitution, Article I, section 19, and the Fifth Amendment of the United States Constitution, made applicable to the states through the Fourteenth Amendment, prohibit the government from taking private property without just compensation.

273. An actual and present controversy has arisen and now exists between the Owners and Defendants. The Owners allege that, even if the Court finds that the recordation of the Certificate of Acceptance created some right by the Commission and Conservancy to use the Owners' properties, any continued claim by Defendants of a right to use the Owners' properties will result in an unconstitutional regulatory taking of those properties. Defendants' dispute the Owners' allegations.

274. The Owners allege that there was and is no nexus between the Owners' properties and the summer camp project for which the Commission issued the YMCA a permit because the Owners' properties were and are unrelated, noncontiguous, separate from, not subject to, and outside the boundaries of the property for which the YMCA sought the permit. Defendants dispute the Owners' allegations.

275. The Owners allege that, at no time pertinent hereto, did any of the Owners or their predecessors in interest propose a project as part of the YMCA permit proceeding that had any nexus with the Claimed Easements. Defendants Dispute the Owners' allegations.

276. The Owners desire a judicial declaration that any continued claim by Defendants of a right to use the Owners' properties will result in an unconstitutional regulatory taking of the Owners' properties.

277. A judicial declaration is necessary and appropriate at this time because Defendants' actions have caused an unsettled state of affairs that affects the value, marketability, and peaceful enjoyment of the Owners' properties.

TWELFTH CAUSE OF ACTION - PETITION FOR WRIT OF MANDATE

(All Petitioners Against Respondents Commission, and Conservancy)

278. In the event that the Commission and the Conservancy do not set aside their actions as prayed in the Sixth Cause of Action, and in the event that the Court, for any reason, finds in favor of the Commission and the Conservancy on the First, Second, Third, Fourth, Fifth, Eighth or Ninth Causes of Action, and in the event the Court finds for Plaintiffs on the Seventh, Tenth, or Eleventh Causes of Action, and only in those events, as a matter of last resort, the Owners, as Petitioners, allege this claim for mandate. Unless and until all of the contingencies stated in this paragraph occur, Respondents have no right to confess judgment on this claim.

279. The Owners refer to and incorporate Paragraphs 1-278, inclusive, as though fully set forth herein.

280. California Constitution, Article I, section 19, and the Fifth Amendment of the United States Constitution, made applicable to the states through the Fourteenth Amendment, prohibit the government from taking private property without just compensation.

281. Even if the Court finds that the recordation of the Certificate of Acceptance created some right by Respondents to use the Owners' properties, any continued claim by Respondents to any right to use the Owners' properties will result in an unconstitutional taking of the Owners' properties.

282. Respondents have not paid just compensation to the Owners for the taking of the Owners' properties.

283. The Owners are beneficially interested in the above-alleged actions of the Respondents for the reasons stated herein.

284. To the extent that any administrative remedies were available to the Owners by which to challenge the acts of Respondents, the Owners have exhausted those remedies and have performed all prerequisites imposed by law before filing this proceeding and action.

285. Respondents have taken final agency action with respect to the Certificate of Acceptance and the Owners possess no other remedy to challenge Respondents' actions other than by means of this lawsuit.

286. Mandate should issue to order Respondents to elect to either leave the Certificate of Acceptance in place or set aside the actions set forth in Paragraphs 78-81.

THIRTEENTH CAUSE OF ACTION - UNCONSTITUTIONAL TAKING

(All Plaintiffs Against Defendants Commission and Conservancy)

287. In the event that the Commission and the Conservancy do not set aside their actions as prayed in the Sixth Cause of Action, and in the event that the Court, for any reason, finds in favor of the Commission and the Conservancy on the First, Second, Third or Fifth, Eighth, or Ninth Causes of Action, and in the event the Court finds for Plaintiffs on the Seventh, Tenth, or Eleventh Causes of Action, and for Petitioners on the Ninth Cause of Action, and in the event Defendants/Respondents elect to not set aside their actions as prayed in the Ninth Cause of Action, and only in those events, as a matter of last resort, Plaintiffs allege this claim for inverse condemnation. Unless and until all of the contingencies stated in this paragraph occur, Defendants have no right to confess judgment on this claim.

288. The Owners refer to and incorporate Paragraphs 1-287, as though fully set forth herein.

289. California Constitution, Article I, section 19, and the Fifth Amendment of the United States Constitution, made applicable to the states through the Fourteenth Amendment, prohibits the government from taking private property without just compensation.

290. Even if the Court finds that the recordation of the Certificate of Acceptance created some right by Defendants to use the Owners' properties, any continued claim by Defendants to use the Owners' properties will result in an unconstitutional taking of the Owners' properties.

291. The Owners have performed any and all conditions precedent to the filing of this Petition and Complaint and have fully exhausted their administrative remedies with respect to the acts alleged in paragraphs.

292. If Defendants elect to set aside the actions alleged in paragraphs 78-81, the Owners are entitled to damages for a temporary physical taking. If Defendants do not elect to set aside the acts alleged in paragraphs , the Owners are entitled to payment of the difference between the fair market value of the Owners' properties without public access rights, and the fair market value of the Owners' properties with public access rights.

293. The Owners are entitled to reasonable costs, disbursements, and expenses, including reasonable attorney, appraisal, and engineering fees, actually incurred, pursuant to Code of Civil Procedure section 1036.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs/Petitioners pray for Judgment against Defendants/Respondents as follows:

CLASS ALLEGATIONS:

1. For certification of the Class and the Subclasses as defined;
2. For the appointment of the appropriate Plaintiffs/Petitioners as Class Representatives of the Class and Subclasses and the designation of Class Counsel; and
3. For judgment in favor of the Class and the Subclasses on each of the causes of action as set forth below.

AS TO THE FIRST CAUSE OF ACTION:

1. For judgment that Defendants have no right to use Plaintiffs' properties;
2. For judgment that Defendants have no right, title or interest in or to Plaintiffs' properties.

AS TO THE SECOND CAUSE OF ACTION:

1. For a declaration that the instruments attached as Exhibits 4 and 5 are void *ab initio* and a complete nullity and should be cancelled;
2. For a declaration that the instruments attached as Exhibits 4 and 5 are void *ab initio* as contrary to public policy, unlawful, and should be cancelled, as it is illegal to sign an instrument purporting to offer property interests the grantor does not own;
3. For a judgment cancelling the instruments attached to this first amended complaint

as Exhibits 4 and 5.

AS TO THE THIRD CAUSE OF ACTION:

1. For judgment that Defendants have no right to use the properties owned by the Subclass Bona Fide Purchasers;

2. For judgment that Defendants have no right, title or interest in the properties owned by the Subclass Bona Fide Purchasers;

AS TO THE FOURTH CAUSE OF ACTION:

1. For judgment that Defendants have no right to use the 20' Access Easement or Parcel 49;

2. For judgment that Defendants have no right, title or interest in or to the 20' Access Easement or Parcel 49;

3. For judgment that Defendants have no right to use the 10' Footpath Easement;

4. For judgment that Defendants have no right, title or interest in or to the 10' Footpath Easement;

5. Even if the Court finds against Plaintiffs on the First, Second, and Third Causes of Action, for judgment that in no event do Defendants have any right to use any portion of Parcel 104 outside the boundaries of the 3880' Beach Easement;

6. Even if the Court finds against Plaintiffs on the First, Second, and Third Causes of Action, for judgment that in no event do Defendants have any right, title or interest in and to Parcel 104 outside the boundaries of the 3880' Beach Easement.

AS TO THE FIFTH CAUSE OF ACTION:

1. For declaratory relief as prayed;

2. For a temporary restraining order, a preliminary injunction, and a permanent injunction prohibiting Defendants/Respondents from unlawfully entering and occupying Plaintiffs/Petitioners' properties and from unlawfully allowing the public to enter and occupy said properties; and

3. For such other and further injunctive orders as are warranted.

AS TO THE SIXTH CAUSE OF ACTION:

1. For a peremptory writ of mandate, commanding Respondents Commission and Conservancy to set aside the acts alleged in Paragraphs 78-81;
2. In any event, for a peremptory writ of mandate, commanding Respondents Conservancy and Commission to set aside the acts alleged in Paragraphs 78-81 as to the 20' Access Easement described in Exhibit 11, to the 10' Footpath Easement described in Exhibit 9, to Parcel 49, and to any part of Parcel 104 that lies outside the boundaries of the 3880' Beach Easement described in Exhibit 10;
3. For other such extraordinary relief as is warranted.

AS TO THE SEVENTH CAUSE OF ACTION:

1. In the event that Plaintiffs prevail on the First, or the Second, or the Third Causes, or the Fourth, or the Fifth, or the Sixth Causes of Action, and only in that event:
2. For damages for a temporary physical taking of Plaintiffs' properties, from the date of recordation of the Certificate of Acceptance to the date of final judgment, according to proof; and
3. For Plaintiffs' reasonable costs, disbursements, and expenses, including reasonable attorney, appraisal, and engineering fees, actually incurred, pursuant to Code of Civil Procedure section 1036.

AS TO THE EIGHTH CAUSE OF ACTION:

Even if the Court finds that the Defendants obtained some right to use Plaintiffs' properties under the Certificate of Acceptance, for judgment quieting Defendants' claim of title as prayed.

AS TO THE NINTH CAUSE OF ACTION:

1. Even if the Court finds that the Defendants obtained some right to use Plaintiffs' properties under the Certificate of Acceptance, for a declaration regarding the scope of that right, and adjudicating the rights and responsibilities of the parties, and each of them, as prayed; and
2. For such other judicial declarations and determinations as are warranted.

1 AS TO THE TENTH CAUSE OF ACTION:

2 3. In the event that the Commission and the Conservancy do not set aside their
3 actions as prayed in the Sixth Cause of Action, and in the event that the Court, for any reason,
4 finds in favor of the Commission and the Conservancy on the First, Second, Fourth and Fifth
5 Causes of Action, and only in those events, as a matter of last resort, for a judicial declaration that
6 any continued claim by Defendants of a right to use Plaintiffs' properties constitutes an
7 unconstitutional physical taking.

8 AS TO THE ELEVENTH CAUSE OF ACTION:

9 In the event that the Commission and the Conservancy do not set aside their actions as
10 prayed in the Sixth Cause of Action, and in the event that the Court, for any reason, finds in favor
11 of the Commission and the Conservancy on the First, Second, Third, Fourth, Eighth, or Ninth
12 Causes of Action, and only in those events, as a matter of last resort, Plaintiffs pray for a judicial
13 declaration that any continued claim by Defendants of a right to use Plaintiffs' properties
14 constitutes an unconstitutional regulatory taking.

15 AS TO THE TWELFTH CAUSE OF ACTION:

16 In the event that the Commission and the Conservancy do not set aside their actions as
17 prayed in the Sixth Cause of Action, and in the event that the Court, for any reason, finds in favor
18 of the Commission and the Conservancy on the First, Second, Third, Fourth, Fifth, Eighth or
19 Ninth Causes of Action, and in the event the Court finds for Plaintiffs on the Seventh, Tenth, or
20 Eleventh Causes of Action, and only in those events, as a matter of last resort:

21 1. For a peremptory writ of mandate, commanding Respondents Commission and
22 Conservancy to elect either to leave the Certificate of Acceptance in place or to set aside their
23 actions as prayed;

24 2. For other such extraordinary relief as is warranted.

25 AS TO THE THIRTEENTH CAUSE OF ACTION:

26 In the event that the Commission and the Conservancy do not set aside their actions as
27 prayed in the Sixth Cause of Action, and in the event that the Court, for any reason, finds in favor
28 of the Commission and the Conservancy on the First, Second, Third or Fifth, Eighth, or Ninth

1 Causes of Action, and in the event the Court finds for Plaintiffs on the Seventh, Tenth, or
2 Eleventh Causes of Action, and for Petitioners on the Ninth Cause of Action, and in the event
3 Defendants/Respondents elect to not set aside their actions as prayed in the Ninth Cause of
4 Action, and only in those events, as a matter of last resort:

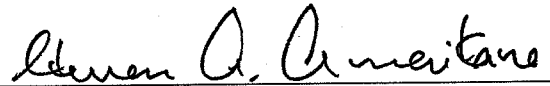
- 5 1. For damages for a taking of Plaintiffs' property, according to proof;
- 6 2. For Plaintiffs' reasonable costs, disbursements, and expenses, including reasonable
7 attorney, appraisal, and engineering fees, actually incurred, pursuant to Code of Civil Procedure
8 section 1036.

9 AS TO ALL CAUSES OF ACTION:

- 10 1. For costs of suit herein incurred; and
- 11 2. For such other and further relief as the court may deem proper.

12 Dated: November 26, 2013

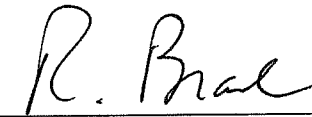
BROWNSTEIN HYATT FARBER SCHRECK, LLP

13
14 By: 

15 STEVEN A. AMERIKANER
16 BARRY B. LANGBERG
17 BETH COLLINS-BURGARD
Attorneys for Plaintiffs and Petitioners
The Hollister Ranch Cooperative, and the
Hollister Ranch Owners' Association

18
19 Dated: November 26, 2013

HOLLISTER AND BRACE

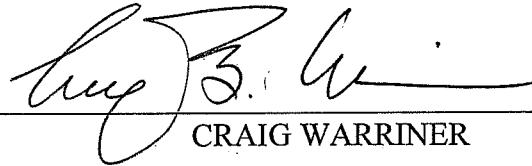
20
21 By: 

22 ROBERT L. BRACE
23 MARCUS S. BIRD
24 HOLLISTER AND BRACE
Attorneys for Class Plaintiffs, Plaintiffs And
25 Petitioners Tom Pappas, Tim Behunin, Trustee of
26 the Behunin Family Trust, Patrick L. Connelly
27
28

VERIFICATION

I declare under penalty of perjury under the laws of the State of California that I am a party to the above-entitled matter, that I have read the foregoing CLASS ACTION - VERIFIED FIRST AMENDED COMPLAINT FOR QUIET TITLE, DECLARATORY AND INJUNCTIVE RELIEF, PETITION FOR WRIT OF MANDATE AND OTHER RELIEF and know the contents thereof, and that it is true and correct of my own knowledge, except as to those matters stated upon information and belief, and as to those matters I believe them to be true.

Executed at Santa Barbara, California on November 26, 2013.


CRAIG WARRINER

**INDEX OF EXHIBITS TO VERIFIED FIRST AMENDED COMPLAINT FOR
QUIET TITLE, DECLARATORY AND INJUNCTIVE RELIEF, PETITION
FOR WRIT OF MANDATE AND OTHER RELIEF**

EXHIBIT	DESCRIPTION
1	Vicinity Map
2	Map of Parcels in Hollister Ranch
3	Map of Claimed Easements with Inset
4	Certified copy of recorded Offer to Dedicate
5	Certified copy of Certificate of Acceptance as recorded.
6	Legal Description of Rancho Real Road
7	Legal Description of Cuarta Canyon Road
8	Description of Blufftop Access Trail
9	Legal Description of 10' Wide Footpath
10	3880' Foot Beach Easement
11	Legal Description of 20' Access Easement

EXHIBIT 1

EXHIBIT 1:
Hollister Ranch
Vicinity Map

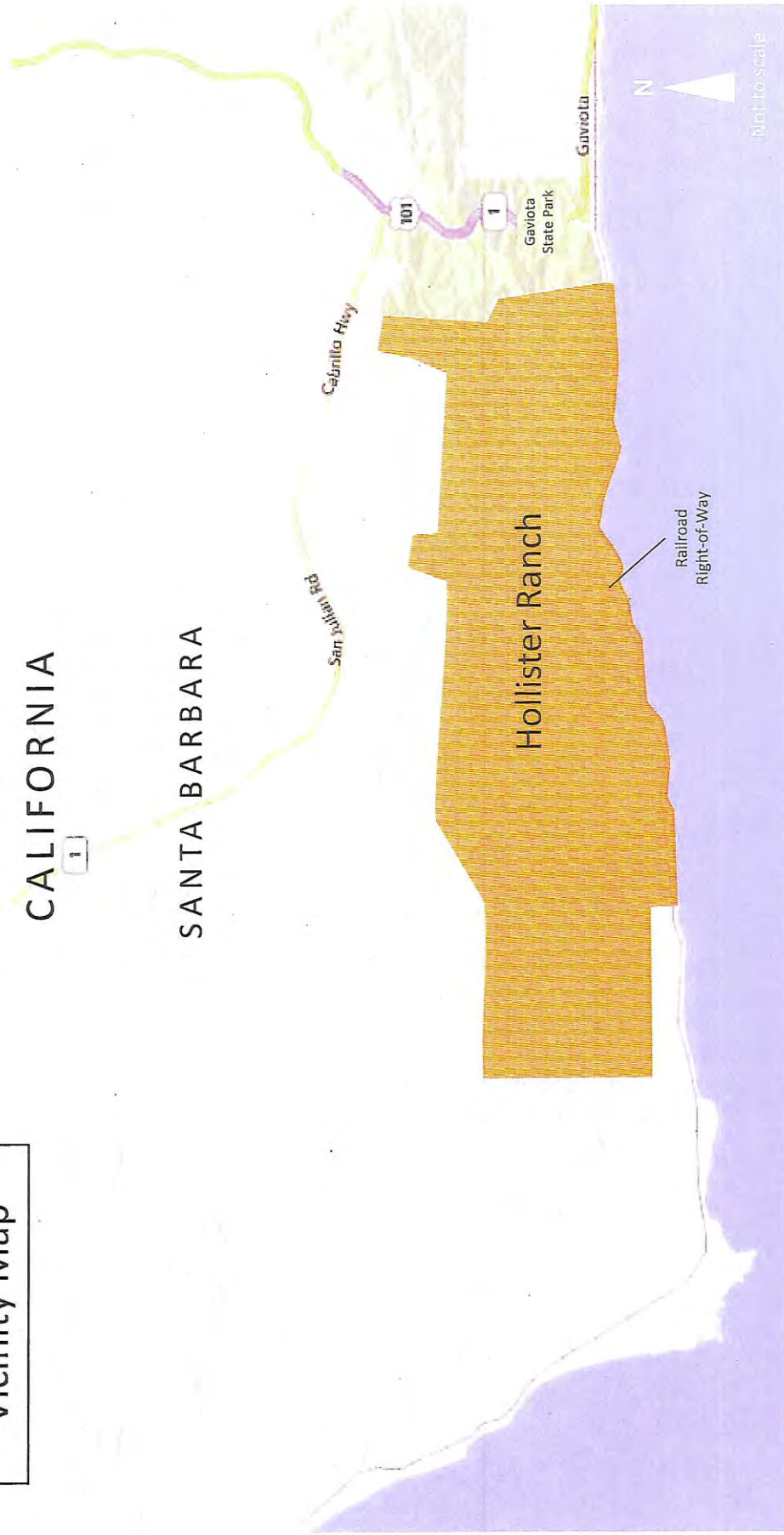


EXHIBIT 2

EXHIBIT 2: Hollister Ranch Parcels

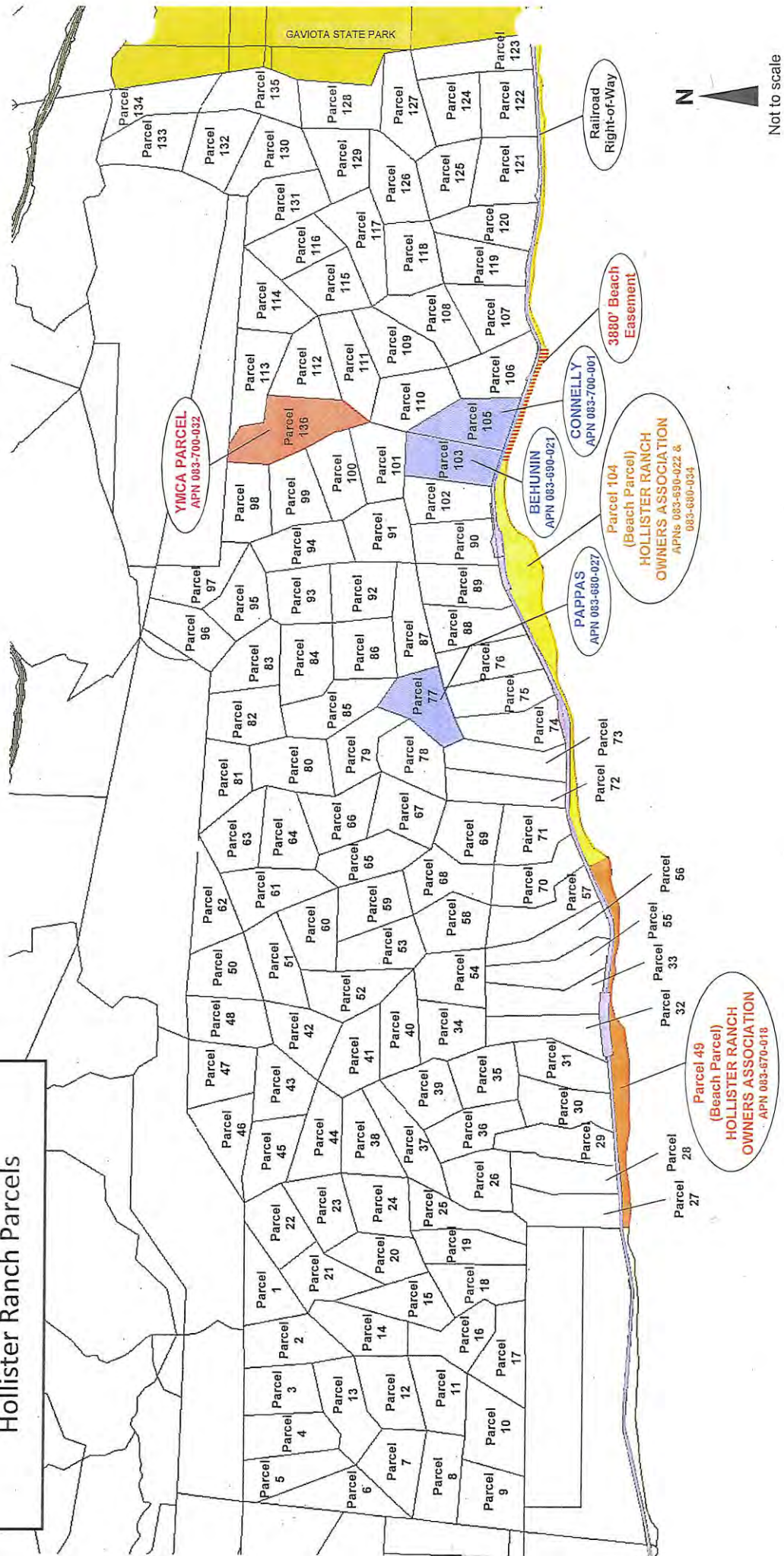


EXHIBIT 3

EXHIBIT 3: Easements Plaintiffs Believe Defendant is Claiming Through Acceptance of YMCA Offer to Dedicate

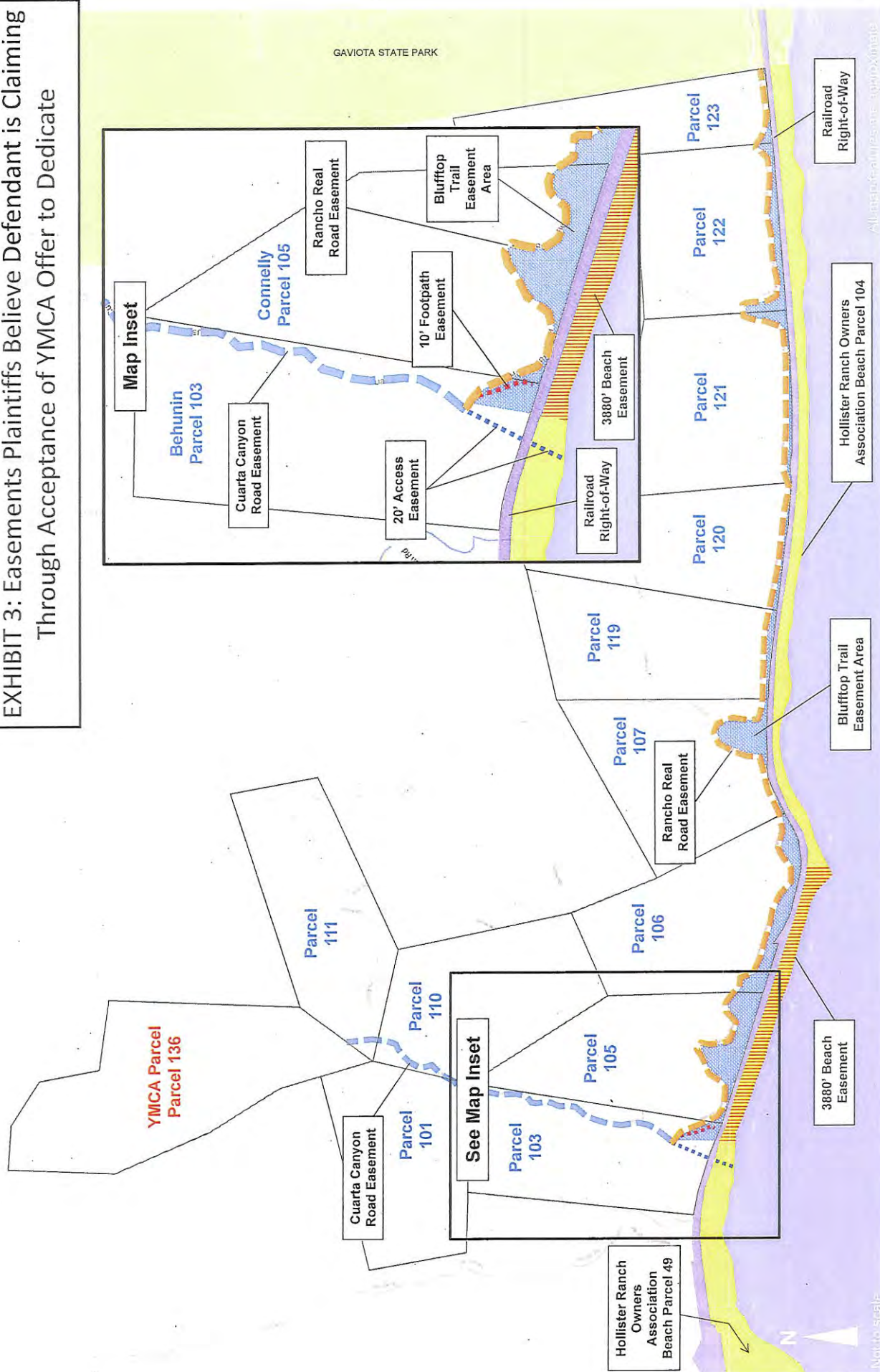


EXHIBIT 4

RECORDING REQUESTED BY
Title Insurance and Trust Company

82-17113

APR 28 8 00 AM '82

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

Return Original To and
Recording Requested By:
State of California
California Coastal Commission
631 Howard Street, 4th Floor
San Francisco, California 94105

NO FEE PER
GOV. CODE 6103

4/28/82

DUNSTO

IRREVOCABLE OFFER TO DEDICATE AND COVENANT RUNNING WITH THE LAND

I. WHEREAS, Young Men's Christian Association of Metropolitan, Los Angeles is the record owner, hereinafter referred to as "owner", of the real property located at YMCA Ocean Center and Camp, Hollister Ranch, Santa Barbara County, California, legally described as particularly set forth in attached Exhibit A and Exhibit B hereby incorporated by reference, and hereinafter referred to as the "subject property"; and

II. WHEREAS, the California Coastal Commission, South Central Coast Regional Commission, hereinafter referred to as "the Commission", is acting on behalf of the People of the State of California; and

III. WHEREAS, the People of the State of California have a legal interest in the lands seaward of the mean high tide line; and

IV. WHEREAS, pursuant to the California Coastal Act of 1976, the owner applied to the Commission for a coastal development permit for a camp and outdoor education facilities on the subject property; and

V. WHEREAS, a coastal development permit no. 309-05 was approved on October 24, 1980, by the Commission in accordance with the provisions of the Staff Recommendation and Findings Exhibit C, attached hereto and hereby incorporated by reference, subject to the following condition:

1. Public Access.

Prior to the issuance of the permit, the applicant shall submit for the review and approval of the Executive Director of the Commission, a document suitable for recordation, such as (an

1 irrevocable offer to dedicate easements that can only be
2 accepted after 1990) or some other legally binding agreement
3 acceptable to the Executive Director, guaranteeing public
4 access will be provided in accordance with the terms of this
5 condition. The approved document shall be executed by the
6 applicant to the accessways described below and shall be
7 recorded free of all prior liens and encumbrances except for
8 tax liens. The recorded document shall run in favor of the
9 People of the State of California, binding the applicant and
10 their successors in interest. If the applicant agrees to execute
11 an offer to dedicate easements, to fulfill the terms of this
12 condition, the offer shall be made to a public agency or private
13 association acceptable to the Executive Director and shall
14 be irrevocable for a period of 21 years running 10 years
15 after the date of recordation. Where an interest in land
16 such as a grant of easement or an offer to dedicate an ease-
17 ment is made, such grant or offer shall be accompanied by
18 a CLTA title insurance policy.

19 The approved document shall provide the following:

20 A.1. Lateral Access for public passive recreational use along
21 the approximate 3300 foot long shoreline at Hollister Ranch.
22 The area provided for public use shall extend from the mean
23 high tideline to the toe of the bluff. For the purposes of
24 this condition, passive recreational use shall include walking,
25 running, sunbathing, surfing, viewing and fishing, but shall
26 not include use of off-road vehicles or allow campfires. The
27 public use of the accessway shall be restricted to the hours
between sunrise and sunset; the agency or association admini-
stering the accessway may further restrict this use period
upon approval by the Executive Director of the Commission
or successor in interest, that such restriction is necessary
to balance the public use and need to protect coastal resources
in the vicinity of such accessways. This route may be the
major portion of a coastal access trail through Hollister
Ranch.

A.2. Coastal Access Trail

Lateral access for the public to pass and repass along a coastal
trail along the bluff tops specifically transversing YMCA
easements is necessary. The public's right to use this
lateral access trail shall be limited to those times when
use of the beach lateral access area is restricted due to
high tide or storm conditions. In no case shall the lateral
access trail be wider than 10 feet nor be sited further
landward than Rancho Real Road, nor further seaward than
the Southern Pacific right-of-way. The exact location of the
lateral access trail shall be designated in a coastal trail
plan for Hollister Ranch.

1 B.1. Vertical Access along Rancho Real Road, and across
2 the YMCA Cuarta Canyon/Tunnel Beach access. The use of the
3 vertical accessways shall be for operation of a transit system
4 on Rancho Real Road from the adjacent parking lot at Gaviota
5 State Park to this access point within the Hollister Ranch.
6 The transit system shall provide access for up to 50 members
7 of the public in addition to the 50 YMCA campers and staff
8 allowed on the beach center facility. The general public
9 would be allowed access to the beach, but not to the YMCA
10 beach center. The use of the accessway shall be limited to
11 two vehicles per hour, each vehicle carrying no more than
12 30 persons from the State Park into the Ranch on any run.
13 The use of the vertical access shall be limited to the hours
14 between 9:00 a.m. and sunset. Vehicles shall not bring
15 persons into the Ranch any later than two hours before
16 closing of the access road.

17 Prior to operating the transit system, the public agency
18 or private association, in conjunction with the Commission,
19 shall draft a specific plan for the operation of the transit
20 system, including provisions for ridership fees to offset opera-
21 tion costs, criteria for decrease or increase in vehicle
22 trips or hours of operation to accommodate public recreational
23 needs consistent with habitat protection, and provisions
24 for distribution of information to riders regarding appropriate
25 uses of the beaches and accessways. This plan shall be
26 subject to the review and approval of the Executive Director,
27 or successor in interest. The transit shall be operated in
accordance with the approved plan.

16 B.2. Public Access Monitoring Program. Prior to opening
17 the accessways, the maintaining agency, or association,
18 (after 1990) and/or the YMCA, in conjunction with said agency
19 or association, shall provide for the commencement of an annual
20 monitoring program to assess and determine the impacts
21 of public activity on the beach and on intertidal resources
22 and to identify the problems of providing security against
23 fire, vandalism, and trespass on private ranch properties.
24 These studies shall also assess the impacts, if any, public access has
25 on archaeological and native American cultural resources
26 of the area. Prior to the opening of the accessways for
27 public use, the program shall gather baseline data on the health
of biological resources, analyze the baseline data, and
present it to the Executive Director of the Commission,
the Hollister Ranch Association, and the YMCA.

24 The study prepared as a result of the monitoring program,
25 should the study rate significant adverse impacts by YMCA
26 or public activities, shall be subject to review, one year
27 after Camp operation, by the Commission, or its successor,
at a public hearing. Any further conditions may be deleted,
added, or modified by Commission action. Additional review
by the Commission at a later date would be determined by the

Commission at that meeting.

C.1. YMCA Facility Program: A Daily Membership Program shall provide short-term use of the beach portion of the YMCA easement for all ages and sexes. Daily use shall include at least one day weekly during the entire year. This daily membership program shall be operated until such time as the lateral and vertical access in condition 1A and B above are implemented by an accepting agency or association.

C.2. YMCA Monitoring Program. Once the beach facility and Daily Membership Program is operational, the YMCA shall provide for the commencement of an annual monitoring program to access and determine the impacts of YMCA activities on the beach and on intertidal resources and to identify the problems of providing security against fire, vandalism, and trespass on private ranch properties. These studies shall also assess the impacts, if any, YMCA access has on archaeological and native American cultural resources of the area. These reports shall be presented to the Executive Director of the Commission as they are completed.

The study prepared as a result of the monitoring program, should the study rate significant adverse impacts by YMCA or public activities, shall be subject to review, one year after Camp operation, by the Commission, or its successor, at a public hearing. Any further conditions may be deleted, added, or modified by Commission action. Additional review by the Commission at a later date would be determined by the Commission at that meeting.

VI. WHEREAS, the subject property are parcels located between the first public road and the shoreline; and

VII. WHEREAS, under the policies of Sections 30210 through 30212 of the California Coastal Act of 1976, public access to the shoreline and along the coast is to be maximized, and in all new development projects located between the first public road and the shoreline shall be provided; and

VIII. WHEREAS, the Commission found that but for the imposition of the above condition, the proposed development could not be found consistent with the public access policies of Section 30210 through 30212 of the California Coastal Act of 1976 and that therefore in the absence of such a condition, a permit could not be have been granted;

1 NOW THEREFORE, in consideration of the granting of permit no.
2 309-05 to the owner by the Commission, the owner hereby offers to
3 dedicate to the People of California an easement in perpetuity for the
4 purposes of public access and public recreational use in accordance with
5 the following limitations at the three areas described below.

6 (1) A.1. Beach Lateral Access for that area described as Parcel
7 Five in Exhibit A, owner hereby grants a right of public access and
8 public passive recreational use, including walking, running, sunbathing,
9 surfing, viewing and fishing, but shall not include use of off-road
10 vehicles or allow campfires. The public use of this area shall be re-
11 stricted to the hours between sunrise and sunset; the agency or association
12 administering the accessway may further restrict this use period in
13 accordance with Condition A.1. (above) upon written approval by the Executive
14 Director of the Commission, or its successor in interest.

15 (2) A.2. Blufftop Access Trail. To the extent of owner's legal
16 and equitable interests in lands southerly of Rancho Real Road, defined
17 as Parcel Three in Exhibit A, and northerly of the railroad right of way
18 bordering Parcel Five described in Exhibit 5, including but not limited
19 to those lands described as Parcel Six in Exhibit A and a non-exclusive
20 trail easement described in Exhibit B, owners hereby grant a right of
21 public access to pass and repass along a blufftop lateral access trail.
22 The public right to use this lateral access trail shall be limited to
23 those times when use of the beach lateral access area is restricted due
24 to high tide or storm conditions. In no case shall the lateral access
25 trail be wider than 10 feet nor be sited further landward than Rancho
26 Real Road, nor further seaward than the Southern Pacific railroad right-
27 of-way. The exact location of the lateral access trail shall be designated

1 in a coastal trail plan for Hollister Ranch.

2 (3) B.1. (a) Rancho Real Road Vertical Access. For those areas
3 described as Parcel Four and Parcel Three in Exhibit A, and the non-
4 exclusive easement for a foot path in Exhibit B, owner hereby grants a
5 right of public access for operation of a transit system from the parking
6 lot at Gaviota State Park to Parcel Five described in Exhibit A. The
7 transit system shall provide access for up to 50 members of the public
8 in addition to the 50 YMCA campers and staff allowed on the beach center
9 facility. The general public shall be allowed access to the beach, but
10 not to the YMCA beach center described in Exhibit B. The use of the
11 accessway shall be limited to two vehicles per hour, each vehicle carrying
12 no more than 30 persons from the State Park on any run. The use of this
13 vertical accessway shall be limited to the hours between 9:00 a.m. and
14 sunset. Vehicles shall not bring persons into Parcel Five any later than
15 ~~two hours before closing of the access road.~~

16 (b) Prior to operating the transit system, the public
17 agency or private association, in conjunction with the Commission, shall
18 draft a specific plan for the operation of the transit system, including
19 provisions for ridership fees to offset operation costs, criteria for
20 decrease or increase in vehicle trips or hours of operation to accommodate
21 public recreational needs consistent with habitat protection, and provisions
22 for distribution of information to riders regarding appropriate uses of
23 the beaches and accessways. This plan shall be subject to the review and
24 approval of the Executive Director, of the Commission, or its successor in
25 interest. The transit shall be operated in accordance with the approved plan.

26 This OFFER OF DEDICATION shall be irrevocable for a period of
27 twenty-one (21) years, measured forward from ten (10) years following the

1 date of recordation, and shall be binding upon the owner, their heirs,,
2 assigns, or successors in interest to the subject property.
3 The People of the State of California may accept this offer through the
4 County of Santa Barbara, or through a public agency or a private association
5 acceptable to the Executive Director of the Commission or its successor
6 in interest.

7 For purposes of this offer of dedication, "successor in interest"
8 shall mean that person or agency which is designated by statute of the
9 State of California to succeed to the interests powers and duties of the
10 Commission, or if no person or agency is so designated by statute, the
11 California Attorney General.

12 The opening and operation of the public accessway described above
13 is subject to the limitations of Conditions B.2, C.1 and C.2 of part V
14 above. Owner agrees and covenants to promptly and completely perform all
15 tasks required of it by these conditions, and to cooperate with and support
16 in good faith the efforts of the accepting agency to perform its duties
17 under these conditions.

18 Acceptance of the offer is subject to a covenant which runs with
19 the land, providing that the first offeree to accept the easement may not
20 abandon it but must instead offer the easement to other public agencies or
21 private associations acceptable to the Executive Director of the Commission
22 for the duration of the term of the original offer to dedicate. The
23 grant of easement once made shall run with the land and shall be binding
24 on the owners, their heirs, and assigns.

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82-17113

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Executed on this 11 day of MARCH, 1982, in
the City of Los Angeles, County of Los Angeles

Dated: March 11, 1982

YMCA OF METROPOLITAN, LOS ANGELES

Signed: John G. Ouellet, President
(OWNER)

Prentis C. Hale
(OWNER) Int. Sec.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

} ss

ON March 11, 1982, before me, the
undersigned, a Notary Public in and for said County and State, personally appeared
John G. Ouellet and Prentis C. Hale known to me to be the



President, and Prentis C. Hale
Assistant
known to me to be the Secretary of the Corporation that executed the within instru-
ment and the officers who executed the within instrument on behalf of the Corpora-
tion 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.

CORPORATION ACKNOWLEDGMENT
Form No. 14

Notary's Signature: Betty Nicholson
Type or Print Notary's Name: Betty Nicholson

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This is to certify that the offer of dedication set forth above dated
 MARCH 11, 19 82, and signed by JOHN G. OUELLET AND
 PRENTIS C. HALE, owner(s), is hereby acknowledged by the
 undersigned officer on behalf of the California Coastal Commission pursuant
 to authority conferred by the California Coastal Commission when it granted
 Coastal Development Permit No. ✓ on _____ and the
 California Coastal Commission consents to recordation thereof by its duly
 authorized officer.

Dated: March 31, 1982
James M. Ryerson for
Michael Fischer
 California Coastal Commission

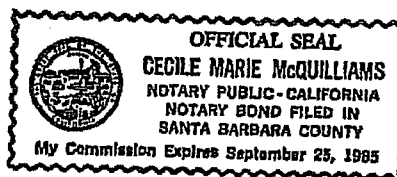
STATE OF CALIFORNIA

COUNTY OF ~~SAN FRANCISCO~~ SANTA BARBARA

On March 31, 1982, before the undersigned, a Notary Public in

and for said State, personally appeared JAMES M. RYERSON,
 Name
DISTRICT DIRECTOR known to me to be the DISTRICT DIRECTOR
 Title
 of the California Coastal Commission and known to me to be the person who
 executed the within instrument on behalf of said Commission, and acknowledged
 to me that such Commission executed the same.

Witness my hand and official seal.



Cecile Marie McQuilliams
 Notary Public in and for said County and
 State

DESCRIPTION

EXHIBIT "A"

82-17113

PARCEL ONE:

THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT RECORDED JULY 28, 1866 IN BOOK A, PAGE 17, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "ANITA 2"; THENCE, SOUTH 89°27'27" EAST 7573.01 FEET, TO THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE", SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATIONS BEING SHOWN ON MAP FILED IN BOOK 41, PAGES 12 TO 50, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE" BEING APPROXIMATELY SOUTH 46°38'50" WEST 14,615.75 FEET FROM A 3/4 INCH IRON PIPE AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF "N. 87°22' W. 19,196.30'", IN THE NORTHERLY BOUNDARY OF THE RANCHO NUESTRA SENORA DEL REFUGIO, AS SHOWN ON MAP OF THE DIVISION OF RANCHO SAN JULIAN, RECORDED IN BOOK 14, PAGES 1 TO 14, INCLUSIVE OF MAPS AND SURVEYS, IN THE OFFICE OF SAID RECORDER; THENCE NORTH 26°46'37" WEST 3749.34 FEET; THENCE NORTH 1°14'43" WEST 3716.61 FEET TO THE "TRUE POINT OF BEGINNING"; THENCE SOUTH 37°55'02" WEST 1236.80 FEET; THENCE NORTH 15°14'00" WEST 1357.44 FEET; THENCE NORTH 28°51'16" WEST 1149.01 FEET; THENCE NORTH 24°07'14" WEST 1413.30 FEET; THENCE NORTH 4°26'50" EAST 1443.29 FEET; THENCE SOUTH 85°40'37" EAST 594.82 FEET; THENCE SOUTH 60°24'10" EAST 702.99 FEET; THENCE SOUTH 10°33'32" EAST 884.82 FEET; THENCE SOUTH 81°20'38" EAST 1022.20 FEET; THENCE SOUTH 5°10'24" WEST 2664.36 FEET TO THE "TRUE POINT OF BEGINNING".

EXCEPTING THEREFROM THAT PORTION, IF ANY, LYING NORTH OF THE NORTHERLY LINE OF SAID RANCHO ACCORDING TO SAID PATENT.

ALSO EXCEPTING THEREFROM THE INTEREST IN THE MINERALS AND MINERAL RIGHTS IN SAID LAND, AS SAID MINERALS AND MINERAL RIGHTS ARE THEREIN DEFINED, AS CONVEYED BY DEED FROM HOLLISTER ESTATE COMPANY TO JANE H. WHEELWRIGHT AND CLINTON B. HOLLISTER, AS EXECUTORS OF THE WILL OF J.J. HOLLISTER, DECEASED, ET AL., RECORDED JULY 20, 1962 AS INSTRUMENT NO. 30286 IN BOOK 1942, PAGE 916 OF OFFICIAL RECORDS, AS SAID INTEREST WERE MODIFIED AND AMENDED BY THAT CERTAIN EXCHANGE OF DEEDS BETWEEN PETER STEFFENS AND ELLA STEFFENS, HIS WIFE, ET AL., AND HOLLISTER COMPANY, A JOINT VENTURE, COMPOSED OF D-G-J INVESTMENT CO., A CORPORATION AND HARWEN COMPANY, A LIMITED PARTNERSHIP, RECORDED AUGUST 12, 1965 COMMENCING WITH INSTRUMENT NO. 28586 IN BOOK 2116, PAGE 971 OF OFFICIAL RECORDS AND CULMINATING WITH INSTRUMENT NO. 28647 IN BOOK 2116, PAGE 1207 OF OFFICIAL RECORDS.

DESCRIPTION - PAGE 2PARCEL TWO:

AN EXCLUSIVE EASEMENT FOR RECREATIONAL USE, RESTROOMS AND SHELTER FACILITIES OVER AND ON THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT, RECORDED JULY 28, 1866 IN BOOK A, PAGE 17, DESCRIBED AS FOLLOWS:

COMMENCING AT THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "ANITA 2"; THENCE SOUTH $89^{\circ}27'27''$ EAST 7573.01 FEET TO THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE" SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION BEING SHOWN ON MAP FILED IN BOOK 41, PAGES 12 TO 50, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE" BEING APPROXIMATELY SOUTH $46^{\circ}38'50''$ WEST 14,615.75 FEET FROM A $3/4$ INCH IRON PIPE AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF (NORTH $87^{\circ}22'$ WEST 19,196.30 FEET) IN THE NORTHERLY BOUNDARY OF THE RANCHO NUESTRA SENORA DEL REFUGIO, AS SHOWN ON MAP OF THE DIVISIONS OF RANCHO SAN JULIAN FILED IN BOOK 14, PAGES 1 TO 14, INCLUSIVE OF MAPS AND SURVEYS, IN THE OFFICE OF SAID RECORDER; THENCE NORTH $70^{\circ}57'45''$ WEST 4104.39 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH $65^{\circ}52'26''$ EAST 270.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE HAVING A BEARING OF NORTH $24^{\circ}07'15''$ EAST TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY; THENCE IN A GENERALLY NORTHWESTERLY DIRECTION ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT IN A LINE WHICH BEARS NORTH $24^{\circ}07'15''$ EAST FROM SAID POINT "A"; THENCE SOUTH $24^{\circ}07'15''$ WEST, ALONG SAID LINE AND PASSING THROUGH SAID POINT "A" TO THE MEAN HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE IN A GENERALLY EASTERLY DIRECTION ALONG SAID MEAN HIGH TIDE LINE, TO THE POINT OF INTERSECTION WITH A LINE WHICH BEARS SOUTH $24^{\circ}07'15''$ WEST FROM THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE, NORTH $24^{\circ}07'15''$ EAST TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR A FOOT PATH 10 FEET IN WIDTH FROM THE STONE ARCH, LOCATED AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RAILROAD RIGHT OF WAY, WITH CUARTE CREEK; THENCE FOLLOWING THE MEANDER LINE OF SAID CREEK TO AN EXISTING ROAD RIGHT OF WAY.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT RECORDED JULY 28, 1866 IN BOOK A, PAGE 17, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES WITHIN A STRIP OF LAND 24 FEET WIDE THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

DESCRIPTION - PAGE 3

PARCEL THREE (CONTINUED)

COMMENCING AT THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "ANITA 2"; THENCE SOUTH 89°27'27" EAST 7573.01 FEET TO THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE" SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION BEING SHOWN ON MAP FILED IN BOOK 41, PAGES 32 TO 44, INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE", BEING APPROXIMATELY SOUTH 46°38'50" WEST 14,615.75 FEET FROM A 3/4 INCH IRON PIPE AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF "N. 87°22' W. 19,196.30'" IN THE NORTHERLY BOUNDARY OF THE RANCHO NUESTRA SENORA DEL REFUGIO, AS SHOWN ON MAP OF THE DIVISIONS OF RANCHO SAN JULIAN, RECORDED IN BOOK 14, PAGES 1 TO 14, INCLUSIVE OF MAPS AND SURVEYS, IN THE OFFICE OF SAID RECORDER; THENCE NORTH 65°45'50" WEST 4042.80 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT; THENCE NORTH 27°15'53" EAST 117.69 FEET; THENCE NORTH 7°07'30" WEST 161.24 FEET; THENCE NORTH 30°41'59" EAST 186.08 FEET; THENCE NORTH 48°21'59" EAST 120.42 FEET; THENCE NORTH 23°11'55" EAST 152.32 FEET; THENCE NORTH 16°11'21" EAST 161.40 FEET; THENCE NORTH 8°44'46" WEST 131.53 FEET; THENCE NORTH 10°53'08" WEST 132.38 FEET; THENCE NORTH 5°11'40" EAST 110.45 FEET; THENCE NORTH 25°20'46" EAST 210.24 FEET; THENCE NORTH 48°48'51" EAST 106.30 FEET; THENCE NORTH 47°43'35" EAST 148.66 FEET; THENCE NORTH 4°23'55" EAST 130.38 FEET; THENCE NORTH 130.00 FEET; THENCE NORTH 14°44'37" EAST 196.47 FEET; THENCE NORTH 170.00 FEET; THENCE NORTH 33°41'24" EAST 184.28 FEET; THENCE NORTH 7°54'26" EAST 363.46 FEET; THENCE NORTH 5°31'39" EAST 311.45 FEET; THENCE NORTH 11°18'36" WEST 101.98 FEET; THENCE NORTH 4°45'49" EAST 60.21 FEET; THENCE NORTH 36°52'12" EAST 75.00 FEET; THENCE NORTH 55°29'29" EAST 97.08 FEET; THENCE NORTH 62°01'14" EAST 181.18 FEET; THENCE NORTH 3°34'35" EAST 160.31 FEET; THENCE NORTH 58°23'33" EAST 152.64 FEET; THENCE NORTH 40.00 FEET; THENCE NORTH 35°32'16" WEST 86.02 FEET; THENCE NORTH 23°01'32" EAST 217.31 FEET; THENCE NORTH 14°02'10" EAST 103.08 FEET; THENCE NORTH 14°55'33" WEST 310.48 FEET; THENCE NORTH 20°33'22" EAST 85.44 FEET; THENCE NORTH 78°41'24" EAST 101.98 FEET; THENCE NORTH 63°26'06" EAST 55.90 FEET; THENCE NORTH 9°05'25" EAST 125.59 FEET; THENCE NORTH 2°51'45" EAST 400.50 FEET.

EXCEPTING THEREFROM ANY PORTION THEREOF WHICH LIES SOUTHERLY OF THE SOUTHERLY BOUNDARY OF THAT CERTAIN STRIP OF LAND AS SHOWN ON MAP RECORDED IN BOOK 2187, PAGES 1375 TO 1381, INCLUSIVE OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DESCRIPTION - PAGE 4PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT, RECORDED JULY 28, 1866 IN BOOK A, PAGE 17, ET SEQ., OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES WITHIN A STRIP OF LAND 24 FEET IN WIDTH THE CENTER LINE OF SAID STRIP OF LAND BEING THE CENTER LINE OF THAT CERTAIN "EXISTING ROAD" SHOWN ON EXHIBITS "A", "B" AND "C" ATTACHED TO EASEMENT DEED, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED APRIL 19, 1967 AS INSTRUMENT NO. 10684 IN BOOK 2187, PAGE 1364 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE, IN THE DEED TO STATE OF CALIFORNIA, RECORDED OCTOBER 10, 1967 AS INSTRUMENT NO. 29404 IN BOOK 2207, PAGE 1050 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING FROM SAID EASEMENT THAT PORTION LYING WESTERLY OF THE EASTERLY LINE OF PARCEL THREE, HEREINABOVE DESCRIBED.

PARCEL FIVE:

THAT CERTAIN NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EXISTING ROAD LOCATED ON LANDS DESCRIBED AS PARCEL ONE, IN DEED TO STATE OF CALIFORNIA, RECORDED OCTOBER 10, 1967 AS INSTRUMENT NO. 29404 IN BOOK 2207, PAGE 1050 OF OFFICIAL RECORDS OF SAID COUNTY, WHICH WAS RESERVED BY GRANTORS IN SAID DEED FOR USE AS THEREIN SET FORTH.

PARCEL SIX:

A NON-EXCLUSIVE EASEMENT FOR BEACH USE OVER THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT, RECORDED JULY 28, 1866 IN BOOK A, PAGE 17, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES SOUTHERLY OF THE TOP OF THE BLUFF ALONG THE PACIFIC OCEAN AND BETWEEN A LINE WHICH PASSES NORTH AND SOUTH THROUGH UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE", AS SHOWN ON THE MAP OF SURVEY FILED IN BOOK 41, PAGES 12 TO 50 OF MISCELLANEOUS MAPS AND A LINE THAT PASSES NORTH AND SOUTH THROUGH A POINT THAT BEARS NORTH 70°57'45" WEST FROM SAID "HORSE SHOE" TRIANGULATION STATION A DISTANCE OF 3,880 FEET.

EXCEPTING ANY PORTION LYING BELOW THE MEAN HIGH TIDE LINE OF THE PACIFIC OCEAN.

82-17113

EXHIBIT "B"

Recording Requested By
Title Insurance and Trust Co.
And when Recorded Mail To
The Camp Administration
Young Men's Christian Assn.
714 West Olympic Boulevard, Rm. 902
Los Angeles, California 90015
Attn: Dean Maxson, Director
Camping Services

16795
RECORDED AT REQUEST OF
TITLE INSURANCE AND TRUST CO.

2312 - ALL 1985
JUN 29 9 00 AM '70

OFFICE OF THE COUNTY CLERK
SANTA BARBARA CO. CALIF.
RITA VAN BUSKIRP, RECORDER

FEE \$6.50

GRANT OF EASEMENT

RANCHO SANTA BARBARA, a California corporation, hereby grants to YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN LOS ANGELES, a California corporation, and its transferees and assigns, the property described on Exhibit "A" attached heret as an exclusive easement appurtenant to the dominant tenement namely, the property described in Exhibit "B" attached hereto, in perpetuity, to use said parcel for any purpose whatever which may be permitted by law and which shall be in accordance with the zoning ordinances, regulations, laws and any conditional use permits which may be granted or enacted by the County of Santa Barbara.

The grantee, and its assigns and transferees, are granted the right to transfer this appurtenant easement only as an incident of a transfer of the said dominant tenement.

Reserving to grantor, its successors and assigns, for a period of twenty (20) years from the date of this Grant of Easement, the right to approve the design, layout and planning of all improvements to be constructed upon the property granted herein. Grantee shall supply to Grantor for its approval two (2) complete sets of plans and specifications for any such improvements, including landscaping plans. Grantor shall also submit a plot plan showing the proposed location of said improvements, all utility and service connections, and all road plans. Grantor shall approve or disapprove said plans within sixty (60) days after receipt thereof, by returning one (1) set of plans to Grantee with its approval or disapproval indicated thereon. Grantor shall not unreasonably withhold consent.

During said twenty (20) year period, no structure or other improvement, the plans and specifications of which have not first obtained the written approval of Grantor, or which do not comply with such plans, shall be constructed or maintained on the easement granted herein.

No 16795

JUN 29

16795

2312 JUN 1986

No material additions to or alterations of any buildings or improvements shall be commenced unless and until plans have first been submitted to and approved by Grantor in the same manner as above provided. The approval by Grantor of any plans and specifications refers only to the conformity of such plans and specifications to general aesthetic appearance. Such plans and specifications are not approved for architectural or engineering design and Grantor, by approving such plans and specifications, assumes no liability or responsibility therefor, or for any defect in any structure or improvement constructed from such plans.

In order to preserve the aesthetic appearance of Grantor's adjacent real property described in Exhibit "C" attached hereto and made a part hereof, the easement conveyed hereby shall be used only for beach recreational activities and restroom and shelter facilities and no permanent living quarters or kitchen facilities shall be located thereon. The benefit of this covenant, condition and restriction shall attach to Grantor's property as described in Exhibit "C" and the burden shall attach to and be imposed upon that easement conveyed to Grantee hereunder. Grantee shall indemnify and hold harmless Grantor and its Grantees, assigns and other successors in interest from all claim, demand, liability or expense, including attorney fees, which may arise out or result from the condition, use, occupation or utilization of said premises by Grantee or its Grantees, assigns or successors in interest, and Grantee and its Grantees, assigns or successors in interest shall name Grantor and its Grantees, successors in interest and assigns as an additional insured on a policy of comprehensive liability insurance affording protection against liability for damages for injury to property or person including wrongful death, in an amount not less than \$100,000/\$300,000, and Grantee and its Grantees, successors and assigns shall furnish Grantor, its Grantees, successors and assigns with a certificate of such insurance or Grantor, its successors and assigns may purchase such insurance at the expense of Grantee and its successors and assigns, and if the cost of such insurance is not repaid promptly upon demand, the cost thereof shall become a lien against the premises

16795

2312 1.13.87

described in this easement and the easement granted here, foreclosable in like manner as a deed of trust with power of sale. This covenant, condition and restriction shall terminate twenty(20) years from the date of this Grant Deed, except for the portion of this covenant, condition and restriction which calls for indemnification against liability and provision of liability insurance, which shall exist so long as the easement created by this grant shall exist. No breach of this covenant, condition and restriction shall defeat or render invalid the lien or any mortgage or deed of trust made in good faith and for value as to any portion of the easement granted to Grantee hereunder.

The Grantor and its Grantees, successors and assigns shall, at such time as an applicable zoning ordinance or conditional use permit of the County of Santa Barbara or other county or municipal authority shall permit or make lawful the creation of a one-half acre parcel as described on Exhibit "A", convey to Grantee, its grantees, assigns and successors a fee simple estate in the premises described on Exhibit "A" attached hereto. Grantor and its grantees, successors and assigns shall, at the request of Grantee, its grantees, successors and assigns, execute and acknowledge any document necessary or desirable for the transfer, assignment, sale, use, subdivision, leasing, division, hypothecation, or other lawful use of the premises described on Exhibit "A" and attached hereto which shall not be in conflict with the covenants, conditions and restrictions hereinabove set forth, and this covenant, condition and restriction shall be binding upon the Grantor, its grantee, assigns and successors in interest and upon the Grantee, its grantees, assigns and other successors in interest for so long a time as the easement created by this grant shall remain in existence.

During the entire period of time when the easement created by this grant shall remain in existence, the grantee and its grantees, successors and assigns shall pay all taxes and assessments levied upon or assessed against the premises described on Exhibit "A" attached hereto, but without the creation by the Assessor of the County of Santa Barbara of any separate parcel of the premises described on Exhibit "A" for tax assessing purposes.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed

82-17113

16795

2312 JUN 1970

by its _____ Vice- President and _____
Secretary thereunto duly authorized.

Dated: June 25, 1970

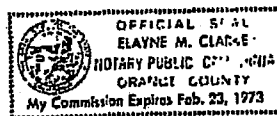
RANCHO SANTA BARBARA,
a California corporation

By: E. James Murar Vice President

By: R. W. Power Secretary

STATE OF CALIFORNIA }
COUNTY OF SANTA BARBARA } SS.

On 25 June 1970, before me, the undersigned, a
Notary Public in and for said State, personally appeared
E. James Murar, known to me to be the Vice
President, and R. W. Power, known to me to
be _____ Secretary of the Corporation that execu-
ted the within Instrument, known to me to be the persons who executed
the within Instrument on behalf of the Corporation therein named, and
acknowledged to me that such Cor-
poration executed the within In-
strument pursuant to its by-laws
of a resolution of its board of
directors.



WITNESS my hand and
official seal.

Elayne M. Clarke
(Signature)

ELAYNE M. CLARKE

(This area for official notarial seal)

Title Order No. 125325-AAM

Escrow No. 125325-RL

EXHIBIT "A"

AN EXCLUSIVE EASEMENT FOR RECREATIONAL USE, RESTROOMS AND SHELTER FACILITIES OVER AND ON THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT, RECORDED ON JULY 28, 1866 IN BOOK A, PAGE 17, DESCRIBED AS FOLLOWS:

COMMENCING AT THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "ANITA 2"; THENCE SOUTH $89^{\circ}27'27''$ EAST 7573.01 FEET TO THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE", SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION BEING SHOWN ON MAP FILED IN BOOK 41, PAGES 12 TO 50, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE", BEING APPROXIMATELY SOUTH $46^{\circ}38'50''$ WEST 14,615.75 FEET FROM A $3/4$ INCH IRON PIPE AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF (NORTH $87^{\circ}22'$ WEST 19,196.30 FEET) IN THE NORTHERLY BOUNDARY OF THE RANCHO NUESTRA SENORA DEL REFUGIO AS SHOWN ON MAP OF THE DIVISIONS OF RANCHO SAN JULIAN FILED IN BOOK 14, PAGES 1 TO 14, INCLUSIVE, OF MAPS AND SURVEYS, IN THE OFFICE OF SAID RECORDER; THENCE NORTH $70^{\circ}57'45''$ WEST 4104.39 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH $65^{\circ}52'26''$ EAST 270.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE HAVING A BEARING OF NORTH $24^{\circ}07'15''$ EAST TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY; THENCE IN A GENERALLY NORTHWESTERLY DIRECTION ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT IN A LINE WHICH BEARS NORTH $24^{\circ}07'15''$ EAST FROM SAID POINT "A"; THENCE SOUTH $24^{\circ}07'15''$ WEST ALONG SAID LINE AND PASSING THROUGH SAID POINT "A" TO THE MEAN HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE IN A GENERALLY EASTERLY DIRECTION ALONG SAID MEAN HIGH TIDE LINE TO THE POINT OF INTERSECTION WITH A LINE WHICH BEARS SOUTH $24^{\circ}07'15''$ WEST FROM THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE NORTH $24^{\circ}07'15''$ EAST TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR A FOOT PATH 10 FEET IN WIDTH FROM THE STONE ARCH, LOCATED AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RAILROAD RIGHT OF WAY WITH CUARTE CREEK; THENCE FOLLOWING THE MEANDER LINE OF SAID CREEK TO AN EXISTING ROAD RIGHT OF WAY.

EXHIBIT "B"

THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT RECORDED ON JULY 28, 1866 IN BOOK A, PAGE 17, ET SEQ., OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "ANITA 2"; THENCE SOUTH 89°27'27" EAST 7573.01 FEET TO THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE", SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATIONS BEING SHOWN ON MAP FILED IN BOOK 41, PAGES 12 TO 50, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE" BEING APPROXIMATELY SOUTH 46°38'50" WEST 14,615.75 FEET FROM A 3/4 INCH IRON PIPE AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF "N. 87°22' W. 19196.30'" IN THE NORTHERLY BOUNDARY OF THE RANCHO NUESTRA SENORA DEL REFUGIO AS SHOWN ON MAP OF THE DIVISION OF RANCHO SAN JULIAN, RECORDED IN BOOK 14, PAGES 1 TO 14, INCLUSIVE, OF MAPS AND SURVEYS, IN THE OFFICE OF SAID RECORDER; THENCE NORTH 26°46'37" WEST 3749.34 FEET; THENCE NORTH 1°14'43" WEST 3716.61 FEET TO THE "TRUE POINT OF BEGINNING"; THENCE SOUTH 37°55'02" WEST 1236.80 FEET; THENCE NORTH 15°14'00" WEST 1357.44 FEET; THENCE NORTH 28°51'16" WEST 1149.01 FEET; THENCE NORTH 24°07'14" WEST 1413.30 FEET; THENCE NORTH 4°26'50" EAST 1443.29 FEET; THENCE SOUTH 85°40'37" EAST 594.82 FEET; THENCE SOUTH 60°24'10" EAST 702.99 FEET; THENCE SOUTH 10°33'32" EAST 884.82 FEET; THENCE SOUTH 81°20'38" EAST 1022.20 FEET; THENCE SOUTH 5°10'24" WEST 2664.36 FEET TO THE "TRUE POINT OF BEGINNING".

EXCEPTING THEREFROM THAT PORTION IF ANY, LYING NORTH OF THE NORTHERLY LINE OF SAID RANCHO ACCORDING TO SAID PATENT.

ALSO EXCEPTING THEREFROM THE INTEREST IN THE MINERALS AND MINERAL RIGHTS IN SAID LAND, AS SAID MINERALS AND MINERAL RIGHTS ARE THEREIN DEFINED, AS CONVEYED BY DEED FROM HOLLISTER ESTATE COMPANY TO JANE H. WHEELWRIGHT AND CLINTON B. HOLLISTER, AS EXECUTORS OF THE WILL OF J.J. HOLLISTER, DECEASED, ET AL., RECORDED JULY 20, 1962 AS INSTRUMENT NO. 30286 IN BOOK 1942, PAGE 916 OF OFFICIAL RECORDS AS SAID INTERESTS WERE MODIFIED AND AMENDED BY THAT CERTAIN EXCHANGE OF DEEDS BETWEEN PETER STEFFENS AND ELLA STEFFENS, HIS WIFE, ET AL. AND HOLLISTER COMPANY, A JOINT VENTURE, COMPOSED OF D-G-J INVESTMENT CO., A CORPORATION AND HARWEN COMPANY, A LIMITED PARTNERSHIP, RECORDED AUGUST 12, 1965 COMMENCING WITH INSTRUMENT NO. 28586 IN BOOK 2116, PAGE 971 OF OFFICIAL RECORDS AND CULMINATING WITH INSTRUMENT NO. 28647 IN BOOK 2116, PAGE 1207 OF OFFICIAL RECORDS.

EXHIBIT "C"

82-17113

THOSE CERTAIN TRACTS OF LAND IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS "PARCEL ONE" AND "PARCEL TWO" IN THE DEED TO RANCHO SANTA BARBARA, A CALIFORNIA CORPORATION, RECORDED JUNE 25, 1968 AS INSTRUMENT NO. 19908 IN BOOK 2236, PAGE 865 OF OFFICIAL RECORDS OF SAID COUNTY.

82-17113

Exhibit "C"

CALIFORNIA COASTAL COMMISSIONS SOUTH CENTRAL COAST REGION

MEETING AT _____

HEARING AGENDA - _____

APPLICATION NO. 309-05

APPLICANT: YMCA OF METROPOLITAN LOS ANGELES, CAMP BRANCH
818 West Seventh Street, 10th Floor
Los Angeles, CA 90017

LOCATION: Canada de la Cuarta, four miles west of Gaviota State
Beach, County of Santa Barbara. (APN: 83-700-32 and a portion
of APN: 83-690-22)

PROJECT: Construct Pendleton YMCA Ocean Camp and outdoor education
facility for up to 150 persons. Construct a total of 47,728
square feet of building coverage, 25,580 square feet of deck
on beach and inland parcels. (Exhibit I contains a detailed
project description.)

Lot size:	Lot size:	Beach parcel: one acre
		Inland parcel: 160 acres
	Lot coverage:	Approximately 150,000 sq. ft.
	Height:	One story or not to exceed 24'
	Zoning:	100-AL-0

STAFF RECOMMENDATION:

The Staff recommends that the Commission adopt the following resolution:

I. APPROVAL WITH CONDITIONS..

The Commission hereby approves a permit for the proposed development, subject to the conditions below, on the grounds that, as conditioned, the proposed development is in conformity with the provisions of Chapter 3 of the Coastal Act of 1976, with the public access and public recreation policies of Chapter 3 of the Coastal Act, will not prejudice the ability of the local government having jurisdiction over the area to prepare a local coastal program that is in conformity with the provisions of Chapter 3 of the Coastal Act, and will have no significant adverse environmental impacts.

II. CONDITIONS

This permit is subject to the following conditions:

1. Public Access.

Prior to the issuance of the permit, the applicant shall submit for the review and approval of the Executive Director of the Commission, a document suitable for recordation, such as (an irrevocable offer to

dedicate easements that can only be accepted after 1990) or some other legally binding agreement acceptable to the Executive Director, guaranteeing public access will be provided in accordance with the terms of this condition. The approved document shall be executed by the applicant to the accessways described below and shall be recorded free of all prior liens and encumbrances except for tax liens. The recorded document shall run in favor of the People of the State of California, binding the applicant and their successors in interest. If the applicant agrees to execute an offer to dedicate easements, to fulfill the terms of this condition, the offer shall be made to a public agency or private association acceptable to the Executive Director and shall be irrevocable for a period of 21 years running 10 years after the date of recordation. Where an interest in land such as a grant of easement or an offer to dedicate an easement is made, such grant or offer shall be accompanied by a CLTA title insurance policy.

The approved document shall provide the following:

A.1. Lateral Access for public passive recreational use along the approximate 3300 foot long shoreline at Hollister Ranch. The area provided for public use shall extend from the mean high tideline to the toe of the bluff. For the purposes of this condition, passive recreational use shall include walking, running, sunbathing, surfing, viewing and fishing, but shall not include use of off-road vehicles or allow campfires. The public use of the accessway shall be restricted to the hours between sunrise and sunset; the agency or association administering the accessway may further restrict this use period upon approval by the Executive Director of the Commission, or successor in interest, that such restriction is necessary to balance the public use and need to protect coastal resources in the vicinity of such accessways. This route may be the major portion of a coastal access trail through Hollister Ranch.

A.2. Coastal Access Trail

Lateral access for the public to pass and repass along a coastal trail along the bluff tops specifically transversing YMCA easements is necessary. The public's right to use this lateral access trail shall be limited to those times when use of the beach lateral access area is restricted due to high tide or storm conditions. In no case shall the lateral access trail be wider than 10 feet nor be sited further landward than Rancho Real Road, nor further seaward than the Southern Pacific right-of-way. The exact location of the lateral access trail shall be designated in a coastal trail plan for Hollister Ranch.

B.1. Vertical Access along Rancho Real Road, and across the YMCA Cuarta Canyon/Tunnel Beach access. The use of the vertical accessways shall be for operation of a transit system on Rancho Real Road from the adjacent parking lot at Gaviota State Park to this access point within the Hollister Ranch. The transit system shall provide access for up to 50 members of the public in addition to the 50 YMCA campers and staff allowed on the beach center facility. The general public would be allowed access to the beach, but not to the YMCA beach center. The use of the accessway shall be limited to two vehicles per hour, each vehicle carrying no more than 30 persons from the State Park into the Ranch on any run. The use of the vertical accessway shall be limited to the hours between 9:00 a.m. and sunset. Vehicles shall not bring persons into the Ranch any later than two hours before closing of the access road.

Prior to operating the transit system, the public agency or private association, in conjunction with the Commission, shall draft a specific plan for the operation of the transit system, including provisions for ridership

fees to offset operation costs, criteria for decrease or increase in vehicle trips or hours of operation to accommodate public recreational needs consistent with habitat protection, and provisions for distribution of information to riders regarding appropriate uses of the beaches and accessways. This plan shall be subject to the review and approval of the Executive Director, or successor in interest. The transit shall be operated in accordance with the approved plan.

B.2. Public Access Monitoring Program. Prior to opening the accessways, the maintaining agency, or association, (after 1990) and/or the YMCA, in conjunction with said agency or association, shall provide for the commencement of an annual monitoring program to assess and determine the impacts of public activity on the beach and on intertidal resources and to identify the problems of providing security against fire, vandalism, and trespass on private ranch properties. These studies shall also assess the impacts, if any, public access has on archaeological and native American cultural resources of the area. Prior to the opening of the accessways for public use, the program shall gather baseline data on the health of biological resources, analyze the baseline data, and present it to the Executive Director of the Commission, the Hollister Ranch Association, and the YMCA.

The study prepared as a result of the monitoring program, should the study rate significant adverse impacts by YMCA or public activities, shall be subject to review, one year after Camp operation, by the Commission, or its successor, at a public hearing. Any further conditions may be deleted, added, or modified by Commission action. Additional review by the Commission at a later date would be determined by the Commission at that meeting.

C.1. YMCA Facility Program: A Daily Membership Program that shall provide short-term use of the beach portion of the YMCA easement for all ages and sexes. Daily use shall include at least one day weekly during the entire year. This daily membership program shall be operated until such time as the lateral and vertical access in condition 1A and B above are implemented by an accepting agency or association.

C.2. YMCA Monitoring Program. Once the beach facility and Daily Membership Program is operational, the YMCA shall provide for the commencement of an annual monitoring program to assess and determine the impacts of YMCA activity on the beach and on intertidal resources and to identify the problems of providing security against fire, vandalism, and trespass on private ranch properties. These studies shall also assess the impacts, if any, YMCA access has on archaeological and native American cultural resources of the area. These reports shall be presented to the Executive Director of the Commission, as they are completed.

The study prepared as a result of the monitoring program, should the study rate significant adverse impacts by YMCA or public activities, shall be subject to review, one year after Camp operation, by the Commission, or its successor, at a public hearing. Any further conditions may be deleted, added, or modified by Commission action. Additional review by the Commission at a later date would be determined by the Commission at that meeting.

2. Archaeological Resources: Beach and Inland Parcels.

Prior to the issuance of a Coastal Development Permit, the applicant shall retain a qualified archaeologist, subject to the approval of the Executive Director of the Regional Commission, to oversee all site preparation for the proposed project, including excavation and grading. Should archaeological resources be disclosed during any construction phase of the project, all activity which could damage or destroy these resources shall be temporarily suspended until the site has been examined by a qualified archaeologist and mitigation measures have been developed to address the impacts of the project on archaeological resources. Such mitigation measures shall be reviewed and approved by the Executive Director of the Regional Commission.

3. Archaeological Resources: Inland Parcel, Southern Portion Only.

Prior to the issuance of a Coastal Development Permit, the applicant shall have a sub-surface archaeological survey of the proposed project site performed by a qualified archaeologist subject to the review and the approval of the Executive Director of the Regional Commission. A written report of the results of the sub-surface survey, including an assessment of the nature, extent, and significance of the archaeological resources and a set of possible mitigation measures to reduce the impacts of the proposed project on any archaeological resources, shall be submitted to the Executive Director of the Regional Commission. Such mitigation measures shall be reviewed and approved by the Executive Director.

The applicant shall also retain a qualified archaeologist, subject to the approval of the Executive Director of the Regional Commission, to oversee all site preparation for the project, including excavation and grading. Should such work present additional threats to the archaeological resources of the site not anticipated by the mitigations approved by the Executive Director prior to the issuance of the Coastal Development Permit for the project, additional mitigations, or modifications to the original mitigations shall be developed. Such mitigation measures shall be reviewed and approved by the Executive Director of the Regional Commission.

4. Bluff Top Setback.

Prior to the issuance of a Coastal Development Permit, the applicant shall submit to the Executive Director, for his review and approval, a revised site plan locating the Beach Center landward five (5) additional feet. This total setback of between 80 and 105 feet is sufficient to protect the structure for an estimated 57 years.

5. Liability Waiver.

Prior to the issuance of a coastal development permit, the applicant shall submit to the Executive Director a deed restriction for recording, free of prior liens except for tax liens, that binds the applicant and

any successors in interest. The form and content of the deed restriction shall be subject to the review and approval of the Executive Director. The deed restriction shall provide (a) that the applicants understand that the site is subject to extraordinary hazard from waves during storms and from erosion, from landslides, and from fires, and the applicants assume the liability from those hazards; (b) the applicants unconditionally waive any claim of liability on the part of the Commission or any other regulatory agency for any damage from such hazards; and (c) the applicants understand that construction in the face of these known hazards may make them ineligible for public disaster funds or loans for repair, replacement, or rehabilitation of the property in the event of storms, landslides, and fires.

6. Stairway: Engineering Plans

Prior to the construction of the beach center and stairway, the applicant shall submit to the Executive Director, for his review and approval, a set of engineered stairway plans that would adequately protect the stairway from storm wave damage.

7. Services - Septic System

Prior to the construction of the septic system, the applicant shall submit to the Executive Director, for his review and approval, all appropriate documentation indicating that the proposed design and location meets Regional Water Quality Control Board Standards and permit requirements.

III. FINDINGS

The Commission finds and declares as follows:

1. Project Description

The applicant proposes an outdoor education and camp facility for the use of youth groups, school groups and families. The maximum occupancy of the camp is 150 YMCA members, plus 50 staff members. The peak use of the facility would be for youth camps 10 to 12 weeks during summer months. During the remainder of the year, the facility would be available as an educational facility for local school children during the week and it would be utilized about half of the weekends. Campers would arrive at the facility by bus.

The project is located on two parcels. The larger parcel, 160 acres in size, is located approximately one mile inland. The majority of the camp project is located on this site. The site plans include the following twelve structures:

- Recreation Center: Swimming pool and refuge
- Dining commons
- Infirmary
- Education center
- Camper housing units
- Camper toilet and shower facility
- Maintenance facility
- Caretakers residence
- Program director's residence

- Food service staff housing
- Staff housing
- Periodic staff housing

The beach facility is located on a one acre parcel on top of the beach bluff. That site plan includes the following:

- Ocean education facility
- Camp fire area
- Wood stairway to beach
- Covered wood deck walkway

2. Project Location

The YMCA parcels are located approximately four miles west of Gaviota State Park, within Canada de la Cuarta. The site is approximately 34 miles west of the City of Santa Barbara.

The inland parcel (160 acres) is surrounded by the 100-acre Hollister Ranch parcels. The beach parcel (1 acre) is surrounded by the Hollister Ranch Owner's Association Common Area.

3. Public Access

Public Resources Code, Section 30210 states that:

"In carrying out the requirement of Section 4 of Article X of the California Constitution, maximum access, which shall be conspicuously posted, and recreational opportunities shall be provided for all the people consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse."

Public Resources Code, Section 30212 states that:

" (a) Public access from the nearest public roadway to the shoreline and along the coast shall be provided in new development projects except where (1) it is inconsistent with public safety, military security needs, or the protection of fragile coastal resources, (2) adequate access exists nearby, or (3) agriculture would be adversely affected. Dedicated accessway shall not be required to be opened to public use until a public agency or private association agrees to accept responsibility for maintenance and liability of the accessway.

(b) For purposes of this section, "new development" does not include:

(1) Replacement of any structure pursuant to the provisions of subdivision (g) of Section 30610.

(2) The demolition and reconstruction of a single-family residence; provided, that the reconstructed residence shall not exceed either the floor area, height or bulk of the former structure by more than 10 percent, and that the reconstructed residence shall be sited in the same location on the affected property as the former structure.

(3) Improvements to any structure which do not change the intensity of its use, which do not increase either the floor area, height, or bulk of the structure by more than 10 percent, which do not block or impede public access, and which do not result in a seaward encroachment by the structure.

(4) Any repair or maintenance activity for which the commission has determined, pursuant to Section 30610, that a coastal development permit will be required unless the regional commission or the commission determines that such activity will have an adverse impact on lateral public access along the beach.

As used in this subdivision, "bulk" means total interior cubic volume as measured from the exterior surface of the structure.

(c) Nothing in this division shall restrict public access nor shall it excuse the performance of duties and responsibilities of public agencies which are required by Sections 66478.1 to 66478.14, inclusive of the Government Code and by Section 4 of Article X of the California Constitution. (Amended by Cal. Stats. 1979, Ch. 919.)"

Public Resources Code, Section 30212.5 states that:

"Wherever appropriate and feasible, public facilities, including parking areas or facilities, shall be distributed throughout an area so as to mitigate against the impacts, social and otherwise, of overcrowding or overuse by the public of any single area."

Public Resources Code Section 30213 states that:

"Lower cost visitor and recreational facilities and housing opportunities for persons of low and moderate income shall be protected, encouraged, and, where feasible, provided. Developments providing public recreational opportunities are preferred. New housing in the coastal zone shall be developed in conformity with the standards, policies, and goals of local housing elements adopted in accordance with the requirements of subdivision (c) of Section 65302 of the Government Code."

Public Resources Code, Section 30214 states that:

"(a) The public access policies of this article shall be implemented in a manner that takes into account the need to regulate the time, place, and manner of public access depending on the facts and circumstances in each case including, but not limited to, the following:

- (1) Topographic and geologic site characteristics.
- (2) The capacity of the site to sustain use and at what level of intensity.

(3) The appropriateness of limiting public access to the right to pass and repass depending on such factors as the fragility of the natural resources in the area and the proximity of the access area to adjacent residential uses,

(4) The need to provide for the management of access areas so as to protect the privacy of adjacent property owners and to protect the aesthetic values of the area by providing for the collection of litter,

(b) It is the intent of the Legislature that the public access policies of this article be carried out in a reasonable manner that considers the equities and that balances the rights of the individual property owner with the public's constitutional right of access pursuant to Section 4 of Article X of the California Constitution. Nothing in this section or any amendment thereto shall be construed as a limitation on the rights guaranteed to the public under Section 4 of Article X of the California Constitution.

(c) In carrying out the public access policies of this article, the commission, regional commissions, and any other responsible public agency shall consider and encourage the utilization of innovative access management techniques, including, but not limited to, agreements with private organizations which would minimize management costs and encourage the use of volunteer programs. (added by Stats. 1979, Ch. 919.)"

A. Adequacy of Existing Access

Public access to or along the sea does not exist for a 30 mile section of coast extending from the area west of Gaviota State Park to Jalama Beach Park, a county park 10 miles north of Point Conception. There are three major land owners along this section of coast including Hollister Ranch (14,000 acres), Southern California Edison at Cojo Bay, and Bixby Ranch (24,000 acres). Along the 64 miles of shoreline in Northern Santa Barbara County, there are only four acres totalling 1.3 miles of ocean frontage available for public use.

This section of coast provides some of the more spectacular scenic and recreational opportunities including excellent surfing areas, surf fishing, diving areas, and beaches with recreational and habitat values. None of these resources are available to members of the general public except for those owning land along this coastal section or those traveling by boat. The public is currently excluded from both the shoreline and Rancho Real Road, a private road which extends from the first public road through the 12 miles of the Hollister Ranch and intersects with six private accessways leading to the shoreline.

In a series of appeals to the State Commission, involving the construction of single family residences on privately owned 100 acre parcels, it was determined that public access could be provided to this area consistent with the policies of the Coastal Act. That decision, the subject of litigation, is being reconsidered in order to more fully develop an acceptable program for providing public access. The basic question, however, of whether or not access should be provided has been resolved. That decision is helpful in directing the consideration of any public access provisions in this application.

Historic ownership in the area has resulted in the reservation of the state-owned tidelands for the exclusive use of landowners rather than the public as required by the California Constitution and the 1976 Coastal Act as amended in 1980. The State Commission noted, in its July 1979 decision, that public access to and along the Hollister Ranch beach (which includes the YMCA parcel) is effectively precluded. The Hollister Ranch presently restricts access as a stated policy. The only present avenue of public access to the beach along this section is below the mean high tide. Individuals moving along the coast in this area must either swim, or wade around the rock and bluff formations, often in dangerous surf. During high tide and storm conditions, the beaches adjacent to Gaviota State Park, the nearest public access point extending 1-2 miles onto the Hollister Ranch are submerged, making passage up to the public lands along this coastline hazardous, if not impossible. The Hollister Ranch maintains a security patrol to assure that the public does not travel landward of the mean high tide.

These circumstances result in a situation where a substantial length of one of the more spectacular stretches of the Santa Barbara coast to which public access is guaranteed under the California Constitution, has been effectively reserved for the enjoyment of certain private individuals in the case of the Hollister Ranch and of a limited segment of an organization (members only) in the case of the YMCA Camp.

It is important to note that Section 30604 emphasizes the public access requirements by requiring the Commission to find specifically that permitted development between the first public road and the shoreline will conform to the access policies of the Act. Clearly, because the public presently has no right of access to this 30 mile section of shoreline, the Commission finds that adequate public access does not now exist in the area.

The Regional Commission finds, therefore, that the obvious need for public access in this area requires that any development along this section of coast make provision for public access.

B.1. Policy Evaluation

Having ascertained that access is needed in this area, the policies of the Act should be applied directly to the proposal at hand. PRC section 30212 requires that public access from the nearest public roadway to the shoreline and along the coast shall be provided in new development projects. Clearly the proposed camp facility constitutes new development and is, therefore, obligated to provide public access. The only possible exceptions to this would be if such public access were found to be: (1) inconsistent with public safety, military security needs or the protection of fragile coastal resources, (2) adequate access exists nearby, or (3) agriculture would be adversely affected. Number 2, was dealt with above and is clearly not a factor. Similarly, no military security needs are known to exist, so that is not a constraint. The only remaining concerns would be public safety, protection of fragile resources and adverse impacts on agricultural land. Simply put, the response to these concerns, if they exist is conditioning the access to assure conformity with the concerns, rather than any blanket preclusion of public access. The first two of these items could, for example, be dealt with by the supervisory personnel of the YMCA.

8.2. Habitat Values

This section of shoreline has a rich and varied habitat supportive of one of the most complete terrestrial ecosystems on the southcoast. Because of the general inaccessibility of this coast, the intertidal marine resources are rich and substantially pristine.

Although increased public use of the shoreline area could have some impact on the resource values, impacts on the resources will result from additional YMCA use of the Camp as well. The YMCA Camp will allow up to 150 campers and up to 50 staff members to use the beach facility at an intensity of up to 50 people per day. If the Commission were to approve this proposed development along this area of the shoreline, without requiring public access, increased access by a portion of the public through the YMCA, with increased impacts on the shoreline resources would occur. The Commission finds that limited access for all members of the public to the shoreline will not have substantial adverse impacts on the existing resources beyond that of the YMCA Camp use. The Commission does find that the provisions of the Coastal Act require the protection of fragile coastal resources. It is for this reason that these conditions, allowing up to 50 members of the general public in addition to the 50 YMCA Campers, require the use of the shoreline to be strictly monitored and the extent and hours of use be limited and the accessway be located in the proposed location, which is one of the less sensitive beach areas. The Commission has further provided that the extent of public access may be reconsidered and further limited, if studies reveal that public access significantly degrades local resources. Therefore, the Commission finds that the permit conditions adequately protect these resources in accordance with Section 30212 of the Coastal Act.

8.3. Agricultural Lands

This last concern does not apply to this project even though the land use in this area is cattle ranching with increasing amounts of cultivated field agriculture. The applicants' inland and beach parcels have never been a part of the area's agricultural grazing cooperative. These parcels are non-prime agricultural land, exhibiting marginal productivity potential. The general public, after 1990, by the conditions imposed, would not even be allowed on the inland parcel. The public would be allowed access only to the YMCA beach site where their presence could not impact any agricultural operation. Even further safeguards are provided, however, by limiting the public use of the road to the approved transit system, potential for public interference with the surrounding ranch operations will be minimized. In addition, the limitation on hours of operation and number of trips per day will further reduce any conflict of public access with the agricultural uses. Because there will be only limited and carefully regulated public pedestrian right of access from Rancho Real Road seaward to the beach along Cuarta Creek, any interference with the operations of the Hollister Ranch will be absolutely minimal. In addition, if, through the yearly monitoring program, it is determined that the access program is having an adverse impact on the agricultural operation, additional steps to mitigate the impacts can be enacted. The Commission concludes, therefore, that public access in accordance with the terms of the conditions would not have an adverse impact on the agricultural operations of the surrounding area.

B.4. Overcrowding

Public Resources Code Section 30212.5 requires distribution of facilities throughout an area to mitigate against the impacts of overcrowding or overuse by the public of any single area. By opening the YMCA beach area to the public this policy will be fulfilled. Presently, the public is physically and otherwise restricted to the Gaviota State Beach area. By providing 50 people from the general public with an opportunity to use the 3300 foot long YMCA beach, public use will be more dispersed throughout the area as required by PRC Section 30212.5.

B.5. Public Recreational Opportunities

Public Resources Code Section 30213 states that developments providing public recreational opportunities are preferred. It might be argued that the YMCA, though a membership organization, is practically speaking open to the public and, therefore, by its very nature this development is providing "public" recreation. While that may be true of many YMCA facilities, it is clearly not the case here. In fact, since this is a camp facility, its focus will be toward providing week or week-end long programs for young people and families. As favorably as that might be viewed, it is still exclusive of many people. PRC Section 30210 requires that maximum access be provided for all the people.

To the extent that the proposed YMCA facility would exclude people, either on the basis of age, or their willingness to participate in specific recreational programs, this could be alleviated through conditions expanding the use of the beach to include all members of the general public who become YMCA members on a permanent or temporary basis. Such conditions would bring the project into conformity with PRC Sections 30213 and 30210 by making the project truly public recreational and available to a much wider segment of the public. The Commission finds that condition number one c (1.C.) adequately addresses this concern.

B.6. Regulation of Public Access

PRC Section 30214(a) requires that the public access policies be implemented in a manner that takes into account the need to regulate the time, place, and manner of public access. The topography of the site should present no problem to access since the proposal includes a ramp from the bluff to the beach. The capacity of more than 3300 linear feet of sandy beach to sustain no more than 100 people at a time (this equals 30+ feet of shoreline per person) appears not to be a problem. The impact of 50 additional people/day on any fragile resources will be the subject of an ongoing monitoring program, so said resources should be adequately protected. No privacy problems should result for adjacent property owners since public access is only being provided on the beach area below the bluffs and no Hollister Ranch homes exist in this area seaward of the railroad tracks. Finally, litter clean-up will be an ongoing function of the YMCA, until such time a public or private agency accepts the offer to dedicate after 1990. Therefore, this project can be found consistent with PRC Section 30214(a).

B.7. Innovative Management Techniques

Public Resources Code Section 30214(c) requires the Regional Commission to encourage the utilization of innovative access management techniques including agreements with private organizations which could minimize management costs and encourage use of volunteer programs. As conditioned, this project will be an

example of just such an arrangement. Clearly, the YMCA is establishing a large scale recreational facility at this site. The conditions will require them to open a small, but important portion of their facility to a limited number of the general public who become YMCA members on a daily basis. They already will be supplying shuttle service, supervision, maintenance and clean-up service for their campers and other YMCA members. The YMCA legal ownership of the beach parcel and the 3300 foot lateral section of beach does not allow the YMCA to record an offer to dedicate lateral and vertical access until the year 1990. In the meantime, Condition number 1.C.1. will establish a YMCA daily membership program which is adequate to meet the public access policies of the Act. The conditions require that the use of these already proposed facilities/services be expanded to include all age groups from the general public until such time as a public agency or private association implements the vertical and lateral access to the YMCA beach.

B.8. Summary

From all of the above it is found that this project is approvable only as conditioned. Absent the provisions for public access, and absent the careful regulation and monitoring of that provision, this project could not be found to be consistent with the public access policies of the Coastal Act.

4. CULTURAL RESOURCES

Public Resources Code Section 30244 states that:

"Where development would adversely impact archaeological or paleontological resources as identified by the State Historic Preservation Officer, reasonable mitigation measures shall be required."

The protection of archaeological resources are of great concern and the Commission has, in past considerations, noted the need to protect such areas. The Commission believes, however, that the proposed public access program will be administered in a manner to protect all significant coastal resources in this area. The annual monitoring program will allow the Commission to assess the impacts of access on all such resources and to modify the program should it be determined that public access has adversely affected such resources.

a) YMCA Beach Program Center

The beach parcel includes a significant archaeological site SBA-1658, on the eastern portion of the parcel. A limited surface survey was conducted to accurately determine the site boundary. An area of low density cultural remains is present upslope to the west from the boundary of the surface extent of the site.

(1) Adverse Impacts

The proposed beach center, as conditioned, avoids locating the structure on this archaeological site to the east of this proposed center. The structure will be of a pier and beam construction, which requires no grading and minimizes potential adverse impacts on such resources in areas

surrounding the site. The creation of a walkway and stairway to the beach and a campfire circle at grade level in the center of the site, and the installation of a protective fence along the bluff edge may result in some direct impacts on this archaeological site. Erosion as a result of increased disturbance and use may cause the loss of artifact bearing soil. Santa Barbara County has required numerous mitigation measures to minimize these impacts including: planting a tough ground-obscuring ground cover over the entire site; planting a barrier of natural vegetation near the cliff edge to prevent collecting artifacts from the exposed cliff face; conducting a surface archaeological mapping and collecting survey; filling a thin layer of soil over the surface of the entire midden deposit; constructing the walkway with gravel or wood laid on the surface of the protective layer of soil. The Commission finds that, as conditioned, the proposed project will not result in any significant adverse impacts on archaeological resources.

b) YMCA Inland Site

1) Camp Location: Central Portion

The proposed project, consisting of development on approximately six acres, will not directly impact identified archaeological sites. It is possible that very small, low density, or buried site deposits exist where structures are proposed to be built. The applicant has some flexibility in the final project site location should the onsite archaeologist discover any resources during the grading or excavation phase.

2) Parking and Camp Location: Southern Portion

An archaeological site was discovered in the area east of the access road during the surface testing program. This relatively preserved site, containing stone tools, has research value. Portions of three buildings are proposed to be located on a portion of this site. The site is proposed to be filled for the construction of driveways and roadways. Although these projects are sited within known archaeological resources, the large parcel size does allow the applicant considerable flexibility in the final project design. Condition number three requires a subsurface archaeological survey of the project site prior to the issuance of the permit. The resultant written report submitted to the Executive Director would note any necessary mitigation measures to avoid impacts on archaeological impacts.

The Commission finds that due to the possible archaeological sensitivity of both the beach and inland parcels, the standard archaeological condition, number two, requiring a qualified archaeologist on site during all grading and excavation operations, and incorporating appropriate mitigation measures in the event archaeological resources are discovered, is necessary to be consistent with Section 30244.

The Commission further finds that the standard archaeological condition, number three, requiring, in addition, a sub-surface archaeological survey of the proposed project site on the southern portion of the inland site and a resultant report noting mitigation measures for the review and approval of the Executive Director; is adequate to be consistent with Section 30244.

5. DEVELOPMENT HAZARDS

Public Resources Code Section 30253 states that:

"New development shall:

- (1) Minimize risks to life and property in areas of high geologic, flood, and fire hazard.
- (2) Assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs."

a) Geologic

The beach parcel is located on highly erodable terrace materials consisting of unconsolidated sands and gravels. Michael Hoover, consulting geologist has concluded that the "principal geologic hazard at the site is the gradual retreat of the seaciff". Seaciff retreat has been estimated at an average 8.3 inches per year. " . . . proposed structures should be setback from the cliff edge at distances equal to the average rate of seaciff retreat (8.3 inches per year) multiplied by the design life of the structures, plus the assumed stable slope of the seaciff. Although the report recommends a 75 to 100 foot setback from the bluff-top, depending upon the height of the cliff which varies from 40 to 50 feet in height, this recommendation is based upon an assumed 50 year design life. State Interpretive Guidelines on geologic hazards recommend that a 75 year design life be used in these calculations. In this situation it is particularly important to maximize the bluff-top setback due to the highly erodable unconsolidated terrace materials within the bluff. However, due to the unconsolidated embankment immediately landward and adjacent to the proposed structure, a narrow but reasonable distance is necessary to protect the structure from this embankment. The embankment is part of the fill laid within the Southern Pacific right-of-way.

Staff has inspected the site marked with stakes indicating the location of the inland property line below the unconsolidated railroad, bluff and the location of the proposed structure. Condition number 4 requires that the structure be setback an additional five feet to a location which appears to be the maximum setback on this site (80 to 105 feet). This distance is sufficient to protect the structure for an estimated 57 years. At this location the structure will minimize risks to life and property from both the ocean bluff and the railroad bluff. In regards to the bluff-top erosion caused by surface runoff, this application incorporates Hoover's recommendation to create a small earthen berm along the edge of the bluff to catch surface runoff and direct it to the east end of the site through a flexible PVC drainpipe to the base of the bluff. Therefore, the Commission finds that, as conditioned, the proposed project is consistent with Section 30253.

b) Fire Hazard

The proposed project is located in an area of potentially high fire hazard. Combining the substantial quantities of natural flammable fuels and

increased level of human activity, can create significant fire hazards on these sites. The applicant has submitted a fire plan which provides the following: automatic fire sprinklers and detectors in all buildings, an alarm system, use of fire resistant building materials, a 60,000 gallon water supply, vegetation fuel modification program, self-contained underground refuge structure, portable fire equipment and a brush fire truck, helipad, visitor fire safety education and training program, 24 hour per day fire watch patrol on high fire hazard days. The Commission finds that the proposed project is consistent with Section 30253 of the Act.

6. VISITOR-SERVING RECREATION FACILITIES

Public Resources Code Section 30222 states that:

"The use of private lands suitable for visitor-serving commercial recreational facilities designed to enhance public opportunities for coastal recreation shall have priority over private residential, general industrial, or general commercial development, but not over agriculture or coastal-dependent industry."

The proposed project is a visitor-serving recreation facility serving as a quasi-public facility. The project as proposed by the applicant does enhance public opportunities for coastal recreation. The project, as conditioned, to maximize public access opportunities, will further enhance public opportunities for coastal recreation. The Commission finds that, as conditioned, the proposed project is consistent with Section 30222.

7. SERVICES

Public Resources Code Section 30231 states that:

"The biological productivity and the quality of coastal waters streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of ground water supplies and substantial interference with surface water flow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams."

Public Resources Code Section 30250 (c) states that:

"(c) Visitor-serving facilities that cannot feasibly be located in existing isolated developments or at selected points of attraction for visitors. (Amended by Cal. Stats. 1979, Ch. 1090)."

The intent of the Pendleton YMCA Beach Camp is to provide an outdoor educational experience for younger members of the YMCA. The location of this camp is near the existing Hollister Ranch developments. The Commission finds that the proposed project is consistent with Section 30250 (c). This isolated location requires adequate public services, including water and waste disposal systems.

1. Waste Water Disposal System

The applicant has proposed onsite disposal through either a septic tank and leach field system for the main camp area on the inland parcel, or a package treatment system disposing the effluent by spraying the hillsides of an isolated canyon.

Percolation testing was conducted on the proposed site located in a side canyon approximately 1200 feet below the main camp area. This isolated area has suitable soils for underground disposal. Condition number five requires the applicant to submit necessary evidence that the proposed system design and location meets Regional Water Quality Control Board Standards.

2. Water Supply

The applicant presently has one satisfactory well onsite within the Alegria Formation. A second well proposed on one of two possible sites will provide standby capacity. Based on discussions with U. S. Geological Survey, the net yield of the Alegria Formation is approximately 40 acre feet per year. YMCA peak water requirements total approximately 11 acre feet/year. The Commission finds that the proposed project, as conditioned, is consistent with Section 30231.

8. VISUAL IMPACTS

Public Resources Code Section 30251 states that:

"The scenic and visual qualities of coastal areas shall be considered and protected as a resource of public importance. ~~Permitted development shall be sited and designed to protect~~ views to and along the ocean and scenic coastal areas, to minimize the alteration of natural land forms, to be visually compatible with the character of surrounding areas, and, where feasible, to restore and enhance visual quality in visually degraded areas. New development in highly scenic areas such as those designated in the California Coastline Preservation and Recreation Plan prepared by the Department of Parks and Recreation and by local government shall be subordinate to the character of its setting."

a) Beach Parcel

The beach center is sited and designed to minimize adverse impacts on scenic and visual quality. The center is designed as a multi-level structure conforming to hillside contours. The top of the beach center is designed to be below the grade of the railroad tracks. As conditioned, primarily for geologic hazard reasons, the beach center is set back from the bluff to the maximum extent feasible, thereby minimizing any adverse visual impacts from the beach.

b) Inland Parcel

The camp location is approximately one mile inland from the ocean. All of the one story, 24 foot maximum height buildings, are not visible from the private Rancho Real Road. Therefore, the Commission finds that, as conditioned, the proposed project is consistent with Section 30251.

JJ/jg

Exhibit I

82-17113

Pendleton YMCA Ocean Center (#309-05)

Area Tabulation Summary Sheet (Based on Schematic Drawings dated April 24, 1980)

Total area of buildings (includes covered exterior corridors)	47,490 sq. ft.
Covered wood decks	976 sq. ft.
Wood decks (not covered)	1,205 sq. ft.
Wood deck supporting vehicle traffic	2,552 sq. ft.
Exterior wood pergola	648 sq. ft.
Wood stair to beach from bluff	372 sq. ft.
Swimming pool (32X75)	2,400 sq. ft.
Exterior concrete paving around swimming pool and dressing rooms	6,487 sq. ft.
Exterior concrete paving around refuge - recreation center	1,986 sq. ft.
Covered exterior concrete paving	522 sq. ft.
Exterior light weight concrete paving over W. P. membrane	1,910 sq. ft.

809/05

Pendleton YMCA Ocean Center

Area Tabulations (Based on Schematic Drawings dated 7 November 1979)

SWIMMING POOL & REFUGE - RECREATION CENTER

Dressing Rooms Toilets etc. Building	1,541 S.F.
Refuge- Recreation Center Building	3,289 S.F.
Swimming Pool (32 x 75)	2,400 S.F.
Exterior Concrete Paving around Swimming Pool & Dressing Rooms	6,487 S.F.
Exterior Concrete Paving around Refuge-Recreation center building (includes shuffle board courts)	1,986 S.F.

DINING COMMONS

Dining Commons Building	7,464 S.F.
Covered Wood Deck at Dining Commons	1,534 S.F.
Wood Deck at Dining Commons	2,168 S.F.

INFIRMARY

Building Area	2,338 S.F.
Covered Wood Deck at Infirmary	383 S.F.
Wood Deck at Infirmary	377 S.F.

EDUCATION & CONFERENCE CENTER

Conference/Classrooms Building,	3,132 S.F.
Crafts & Nature Study Classroom Building,	1,555 S.F.
Covered Wood Deck at Conference/Classrooms	1,224 S.F.
Covered Wood Deck at Crafts & Nature Study Classrooms	912 S.F.
Wood Decks at Education and Conference Center	2,600 S.F.

82-17113

Pendleton YMCA Ocean Center

-3-

CAMPER HOUSING UNITS

Area of Buildings	
480 x 15 =	7,200 S.F.
Covered Wood Decks	
138 x 15 =	2,070 S.F.
Wood Decks	
195 x 15 =	2,925 S.F.

CAMPER TOILET & SHOWER FACILITIES

Area of Buildings	
672 x 3 =	2,016 S.F.
Covered Exterior Concrete Paving	
156 x 3 =	468 S.F.

MAINTENANCE FACILITY

Vehicle Storage Garage	1,872 S.F.
Repair Shop	362 S.F.
Covered Exterior Concrete Paving	54 S.F.

CARETAKERS RESIDENCE

Residence Area	1,296 S.F.
Garage & Storage Room	864 S.F.
Covered Wood Deck	852 S.F.

BEACH SITE

Building Area	2,040 S.F.
Exterior Wood Pergola	648 S.F.
Covered Wood Deck	875 S.F.
Wood Deck	1,205 S.F.
Wood Deck Supporting Vehicle Traffic	2,552 S.F.
Exterior Light WT. Concrete Paving Over W.P. Membrane	1,910 S.F.
Wood Stair to Sand Beach	372 S.F.

82-17113

Pendleton YMCA Ocean Center

-2-

Area Tabulations (continued)

PROGRAM DIRECTORS RESIDENCE

Residence Area	2,544 S.F.
Covered Wood Deck at Residence	276 S.F.
Wood Deck at Residence	388 S.F.
Garage for Residence	625 S.F.

FOOD SERVICE STAFF HOUSING

Building Area	1,032 S.F.
Covered Wood Decks	243 S.F.
Wood Decks	209 S.F.

STAFF HOUSING

Building Area	2,440 S.F.
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Covered Exterior Corridors	486 S.F.
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Covered Wood Decks	588 S.F.
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Wood Decks	415 S.F.
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PERIODIC STAFF HOUSING

Area of Buildings 2455 x 3 =	7,365 S.F.
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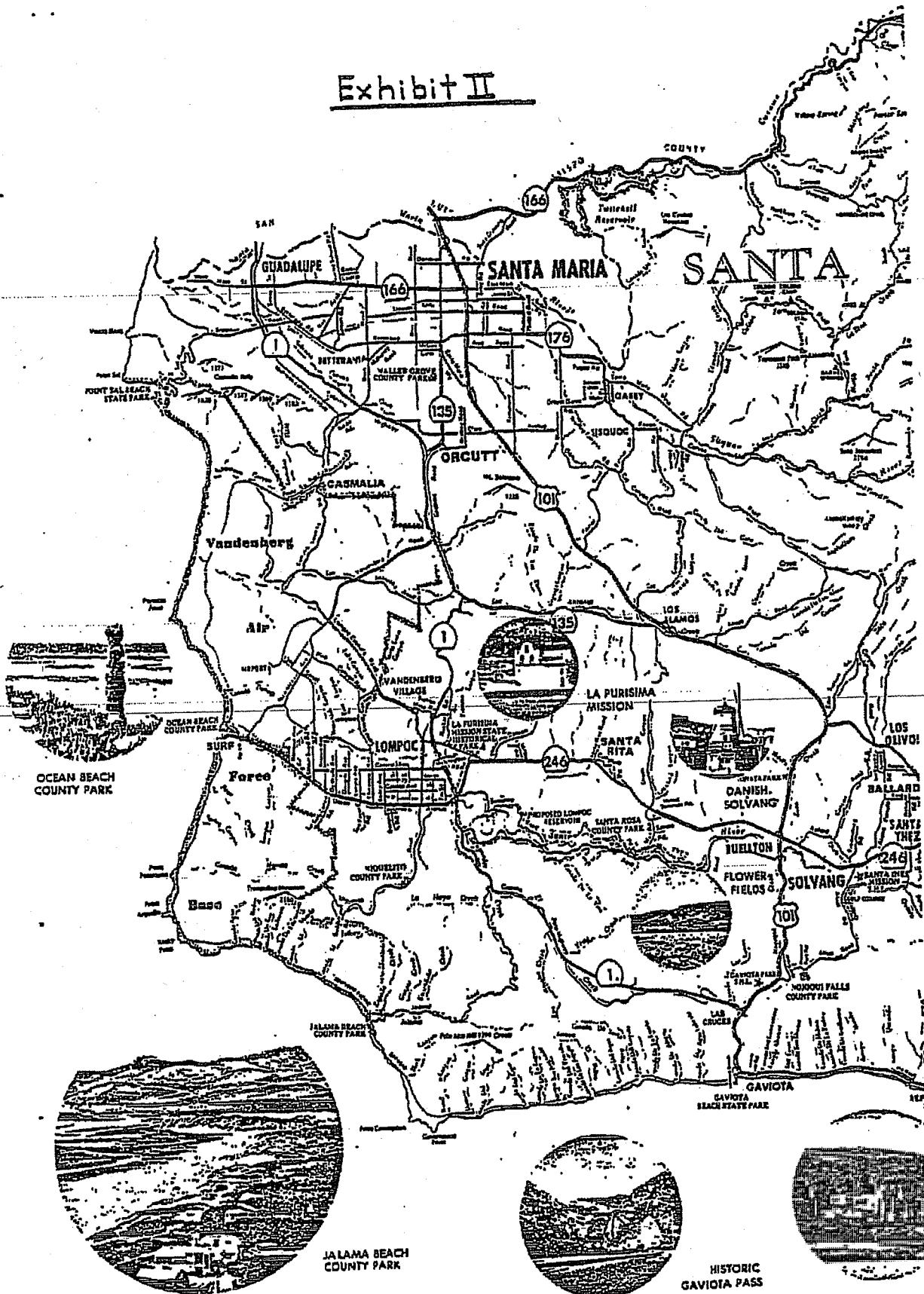
Covered Exterior Corridors 387 x 3 =	1,161 S.F.
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Covered Wood Decks 586 x 3 =	1,758 S.F.
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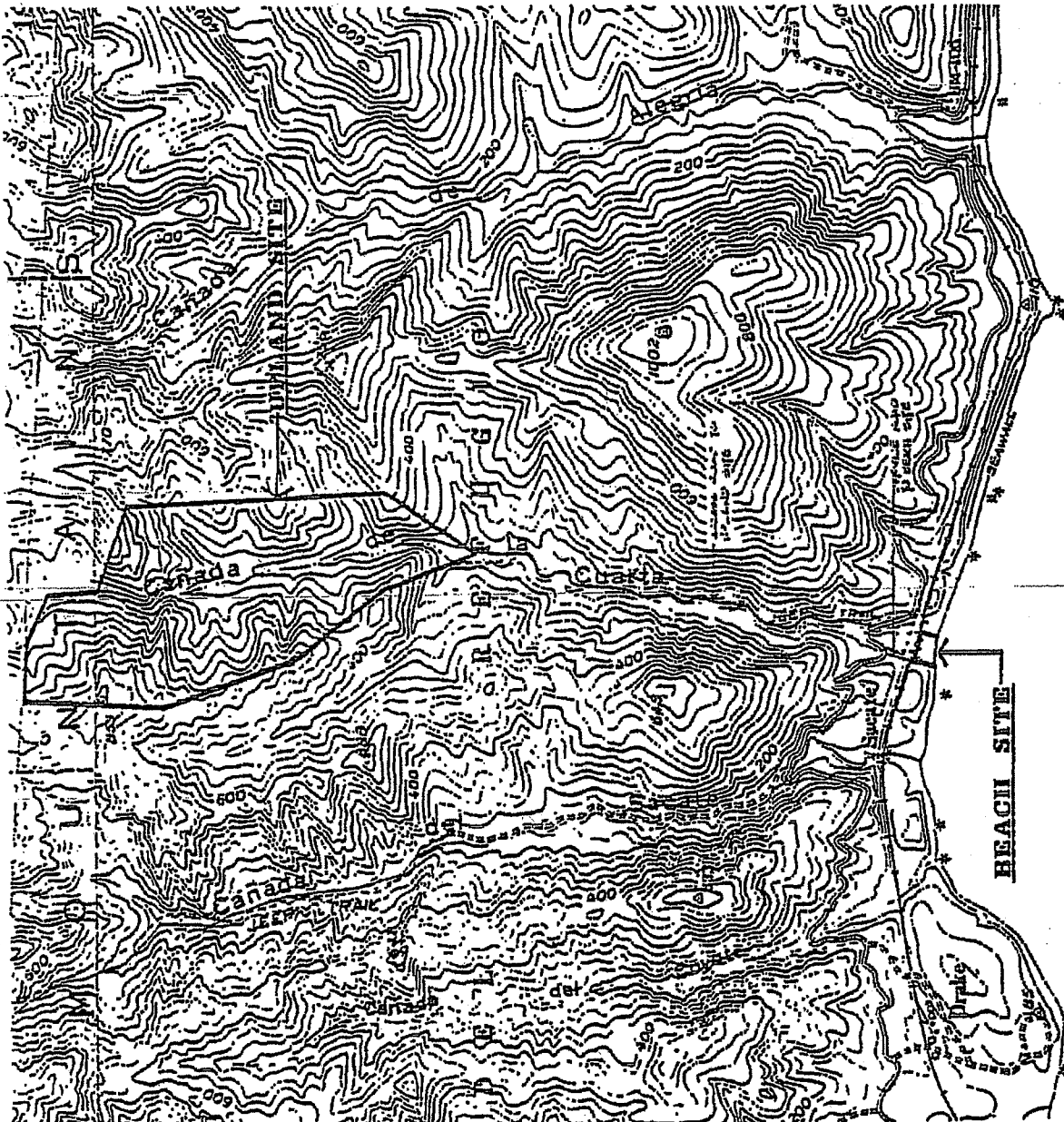
Wood Decks 411 x 3 =	1,233 S.F.
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Exhibit II

82-17113

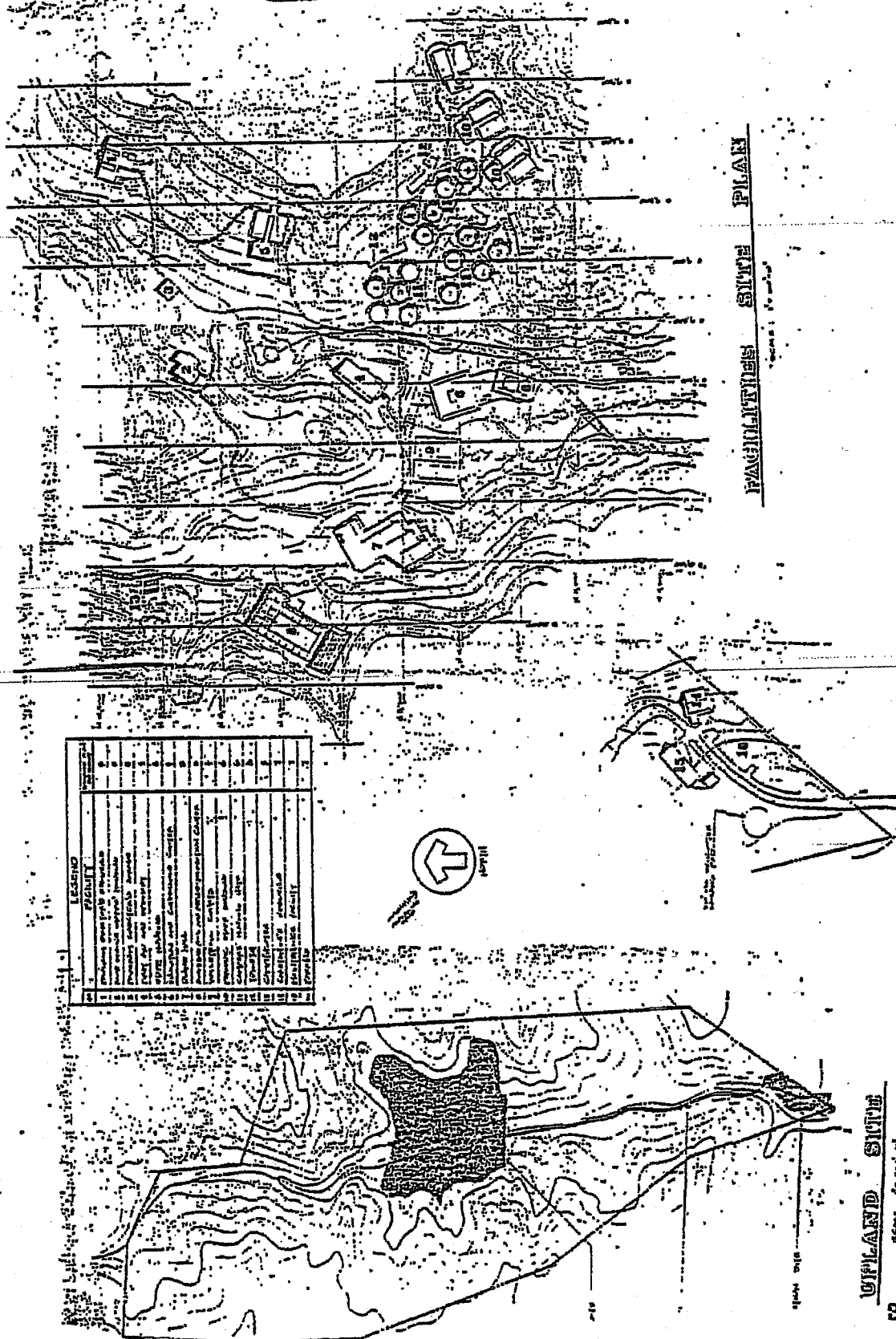


309/05



82-17113

Exhibit IV

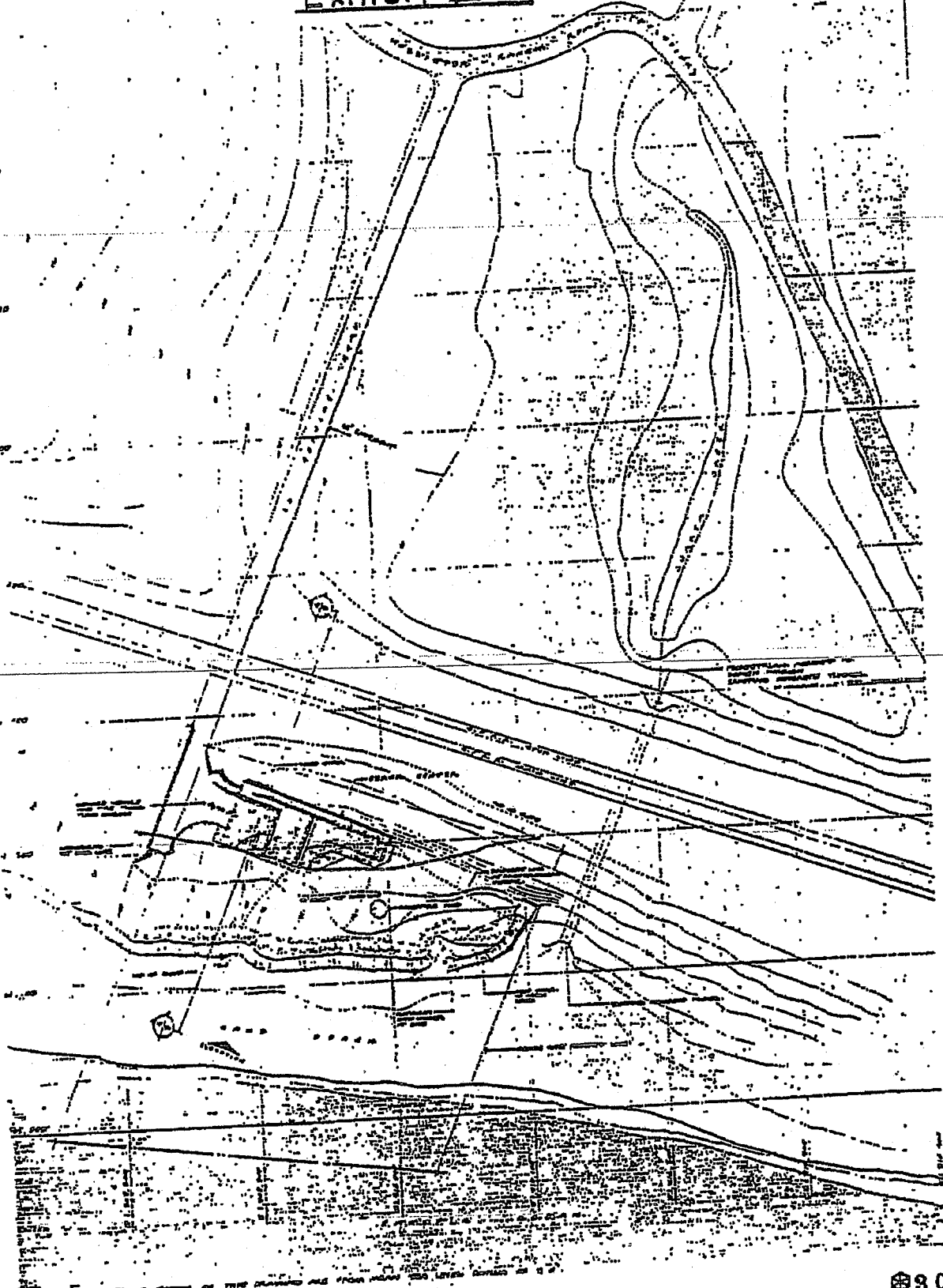


UPLAND SITE

309/05

82-17113

Exhibit V



BEACH SITE

0909/0

82-17113

Exhibit VI

SECTION "A"
BEACH CENTER

SOUTH ELEVATION
BEACH CENTER

1/2" = 1' - 0"

809/0

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink of the County Clerk, Recorder and Assessor.

COUNTY CLERK, RECORDER AND ASSESSOR, SANTA BARBARA, CALIFORNIA
DATE: OCT 28 2013 BY DEPUTY: [Signature]

Danielle Gomez

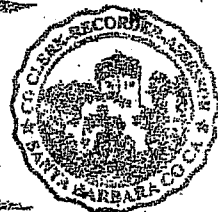


EXHIBIT 5

**RESTRICTIVE COVENANT COVER PAGE TO BE ATTACHED TO ALL PUBLIC AND
OFFICIAL RECORDS COPIES**

12956.1. (a) As used in this section, "association," "governing documents," and "declaration" have the same meanings as set forth in Section 1351 of the Civil Code.

(b) (1) A county recorder, title insurance company, escrow company, real estate broker, real estate agent, or association that provides a copy of a declaration, governing document, or deed to any person shall place a cover page or stamp on the first page of the previously recorded document or documents stating, in at least **14-point boldface type**, the following:

"If this document contains any restriction based on race, color, religion, sex, sexual orientation, gender, gender identity, gender expression, genetic information, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

Recording requested by and
When recorded

Return To:

California Coastal Commission
725 Front Street, Suite 300
Santa Cruz, CA 95060-
(Legal Division) 4508

11
20
COPY



2013-0028299

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland
County Clerk Recorder

REC FEE 0.00
COPIES-OFFICI 10.00

04:11PM 26-Apr-2013 HL
Page 1 of 20

CERTIFICATE OF ACCEPTANCE

RECEIVED

APR 18 2013

COASTAL CONSERVANCY
OAKLAND, CALIF.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
CALIFORNIA COASTAL COMMISSION
725 Front Street, Suite 300
Santa Cruz, CA 95060-4508
(Legal Division)

STATE OF CALIFORNIA OFFICIAL BUSINESS
Document entitled to free recordation
Pursuant to Government Code §27383

APNs: 83-700-032; 83-680-034; 83-690-022; 83-067-018
YMCA 309-05

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Irrevocable Offer to Dedicate and Covenant Running With The Land executed by Young Men's Christian Association of Metropolitan Los Angeles, and recorded on April 28, 1982 as Instrument Number 82-17113, of the Official Records of Santa Barbara County attached hereto as Exhibit 1 and incorporated herein, is hereby accepted by the State of California, by and through the State Coastal Conservancy, a public agency, on the date of recording hereof, pursuant to authority conferred by resolution of the State Coastal Conservancy adopted on December 4, 2002, and the State Coastal Conservancy consents to recordation hereof by its duly authorized officer.

Dated: 4/18/13

STATE COASTAL CONSERVANCY

By: [Signature]
Samuel Schuchat, Executive Officer

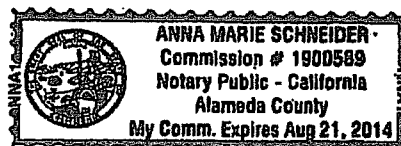
STATE OF CALIFORNIA
COUNTY OF Alameda

On April 18, 2013, before me, Anna Marie Schneider, Notary Public, personally appeared Samuel Price Schuchat, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Anna Marie Schneider
NOTARY PUBLIC



ACKNOWLEDGMENT BY THE CALIFORNIA COASTAL COMMISSION
OF ACCEPTANCE OF IRREVOCABLE OFFER TO DEDICATE
AND COVENANT RUNNING WITH THE LAND

This is to certify that the State Coastal Conservancy is a public agency acceptable to the Executive Director of the California Coastal Commission to be Grantee under the Irrevocable Offer to Dedicate and Covenant Running With The Land, executed by Young Men's Christian Association of Metropolitan Los Angeles, and recorded on April 28, 1982 as Instrument Number 82-17113 of the Official Records of Santa Barbara County.

Dated: 4/3/2013

California Coastal Commission


Hope Schmeltzer, Chief Counsel

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On 4/03/13, before me, JEFF G. STABEN-MIHALEK, Notary Public, personally appeared HOPE SCHMELTZER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


NOTARY PUBLIC

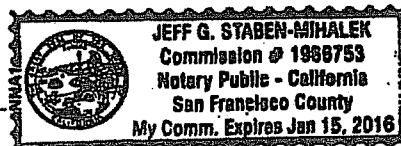


EXHIBIT 1

RECORDING REQUEST
Title Insurance Co. Trust Company

Return Original to and
Recording Requested By:
State of California
California Coastal Commission
631 Howard Street, 4th Floor
San Francisco, California 94105

82-17113

APR 28 8 00 AM '82

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

NO FEE PER
GOV. CODE 6103

IRREVOCABLE OFFER TO DEDICATE AND COVENANT RUNNING WITH THE LAND

I. WHEREAS, Young Men's Christian Association of Metropolitan, Los Angeles is the record owner, hereinafter referred to as "owner", of the real property located at YMCA Ocean Center and Camp, Hollister Ranch, Santa Barbara County, California, legally described as particularly set forth in attached Exhibit A and Exhibit B hereby incorporated by reference, and hereinafter referred to as the "subject property"; and

II. WHEREAS, the California Coastal Commission, South Central Coast Regional Commission, hereinafter referred to as "the Commission", is acting on behalf of the People of the State of California; and

III. WHEREAS, the People of the State of California have a legal interest in the lands seaward of the mean high tide line; and

IV. WHEREAS, pursuant to the California Coastal Act of 1976, the owner applied to the Commission for a coastal development permit for a camp and outdoor education facilities on the subject property; and

V. WHEREAS, a coastal development permit no. 309-05 was approved on October 24, 1980, by the Commission in accordance with the provisions of the Staff Recommendation and Findings Exhibit C, attached hereto and hereby incorporated by reference, subject to the following condition:

1. Public Access.

Prior to the issuance of the permit, the applicant shall submit for the review and approval of the Executive Director of the Commission, a document suitable for recordation, such as (an

COURT PAPER
STATE OF CALIFORNIA
STD. 113 (REV. 3-78)

1 irrevocable offer to dedicate easements that can only be
2 accepted after 1990) or some other legally binding agreement
3 acceptable to the Executive Director, guaranteeing public
4 access will be provided in accordance with the terms of this
5 condition. The approved document shall be executed by the
6 applicant to the accessways described below and shall be
7 recorded free of all prior liens and encumbrances except for
8 tax liens. The recorded document shall run in favor of the
9 People of the State of California, binding the applicant and
10 their successors in interest. If the applicant agrees to execute
11 an offer to dedicate easements, to fulfill the terms of this
12 condition, the offer shall be made to a public agency or private
13 association acceptable to the Executive Director and shall
14 be irrevocable for a period of 21 years running 10 years
15 after the date of recordation. Where an interest in land
16 such as a grant of easement or an offer to dedicate an ease-
17 ment is made, such grant or offer shall be accompanied by
18 a CLTA title insurance policy.

19 The approved document shall provide the following:

20 A.1. Lateral Access for public passive recreational use along
21 the approximate 3300 foot long shoreline at Hollister Ranch.
22 The area provided for public use shall extend from the mean
23 high tideline to the toe of the bluff. For the purposes of
24 this condition, passive recreational use shall include walking,
25 running, sunbathing, surfing, viewing and fishing, but shall
26 not include use of off-road vehicles or allow campfires. The
27 public use of the accessway shall be restricted to the hours
between sunrise and sunset; the agency or association admini-
stering the accessway may further restrict this use period
upon approval by the Executive Director of the Commission
or successor in interest, that such restriction is necessary
to balance the public use and need to protect coastal resources
in the vicinity of such accessways. This route may be the
major portion of a coastal access trail through Hollister
Ranch.

A.2. Coastal Access Trail

Lateral access for the public to pass and repass along a coastal
trail along the bluff tops specifically transversing YMCA
easements is necessary. The public's right to use this
lateral access trail shall be limited to those times when
use of the beach lateral access area is restricted due to
high tide or storm conditions. In no case shall the lateral
access trail be wider than 10 feet nor be sited further
landward than Rancho Real Road, nor further seaward than
the Southern Pacific right-of-way. The exact location of the
lateral access trail shall be designated in a coastal trail
plan for Hollister Ranch.

1 .B.1. Vertical Access along Rancho Real Road, and across
2 the YMCA Cuarta Canyon/Tunnel Beach access. The use of the
3 vertical accessways shall be for operation of a transit system
4 on Rancho Real Road from the adjacent parking lot at Gaviota
5 State Park to this access point within the Hollister Ranch.
6 The transit system shall provide access for up to 50 members
7 of the public in addition to the 50 YMCA campers and staff
8 allowed on the beach center facility. The general public
9 would be allowed access to the beach, but not to the YMCA
10 beach center. The use of the accessway shall be limited to
11 two vehicles per hour, each vehicle carrying no more than
12 30 persons from the State Park into the Ranch on any run.
13 The use of the vertical access shall be limited to the hours
14 between 9:00 a.m. and sunset. Vehicles shall not bring
15 persons into the Ranch any later than two hours before
16 closing of the access road.

17 Prior to operating the transit system, the public agency
18 or private association, in conjunction with the Commission,
19 shall draft a specific plan for the operation of the transit
20 system, including provisions for ridership fees to offset opera-
21 tion costs, criteria for decrease or increase in vehicle
22 trips or hours of operation to accommodate public recreational
23 needs consistent with habitat protection, and provisions
24 for distribution of information to riders regarding appropriate
25 uses of the beaches and accessways. This plan shall be
26 subject to the review and approval of the Executive Director,
27 or successor in interest. The transit shall be operated in
accordance with the approved plan.

1 B.2. Public Access Monitoring Program. Prior to opening
2 the accessways, the maintaining agency, or association,
3 (after 1990) and/or the YMCA, in conjunction with said agency
4 or association, shall provide for the commencement of an annual
5 monitoring program to assess and determine the impacts
6 of public activity on the beach and on intertidal resources
7 and to identify the problems of providing security against
8 fire, vandalism, and trespass on private ranch properties.
9 These studies shall also assess the impacts, if any, public access has
10 on archaeological and native American cultural resources
11 of the area. Prior to the opening of the accessways for
12 public use, the program shall gather baseline data on the health
13 of biological resources, analyze the baseline data, and
14 present it to the Executive Director of the Commission,
15 the Hollister Ranch Association, and the YMCA.

16 The study prepared as a result of the monitoring program,
17 should the study rate significant adverse impacts by YMCA
18 or public activities, shall be subject to review, one year
19 after Camp operation, by the Commission, or its successor,
20 at a public hearing. Any further conditions may be deleted,
21 added, or modified by Commission action. Additional review
22 by the Commission at a later date would be determined by the

Commission at that meeting.

C.1. YMCA Facility Program: A Daily Membership Program shall provide short-term use of the beach portion of the YMCA easement for all ages and sexes. Daily use shall include at least one day weekly during the entire year. This daily membership program shall be operated until such time as the lateral and vertical access in condition 1A and B above are implemented by an accepting agency or association.

C.2. YMCA Monitoring Program. Once the beach facility and Daily Membership Program is operational, the YMCA shall provide for the commencement of an annual monitoring program to access and determine the impacts of YMCA activities on the beach and on intertidal resources and to identify the problems of providing security against fire, vandalism, and trespass on private ranch properties. These studies shall also assess the impacts, if any, YMCA access has on archaeological and native American cultural resources of the area. These reports shall be presented to the Executive Director of the Commission as they are completed.

The study prepared as a result of the monitoring program, should the study rate significant adverse impacts by YMCA or public activities, shall be subject to review, one year after Camp operation, by the Commission, or its successor, at a public hearing. Any further conditions may be deleted, added, or modified by Commission action. Additional review by the Commission at a later date would be determined by the Commission at that meeting.

VI. WHEREAS, the subject property are parcels located between the first public road and the shoreline; and

VII. WHEREAS, under the policies of Sections 30210 through 30212 of the California Coastal Act of 1976, public access to the shoreline and along the coast is to be maximized, and in all new development projects located between the first public road and the shoreline shall be provided; and

VIII. WHEREAS, the Commission found that but for the imposition of the above condition, the proposed development could not be found consistent with the public access policies of Section 30210 through 30212 of the California Coastal Act of 1976 and that therefore in the absence of such a condition, a permit could not be have been granted;

1 NOW THEREFORE, in consideration of the granting of permit no.
2 309-05 to the owner by the Commission, the owner hereby offers to
3 dedicate to the People of California an easement in perpetuity for the
4 purposes of public access and public recreational use in accordance with
5 the following limitations at the three areas described below.

6 (1) A.1. Beach Lateral Access for that area described as Parcel
7 Five in Exhibit A, owner hereby grants a right of public access and
8 public passive recreational use, including walking, running, sunbathing,
9 surfing, viewing and fishing, but shall not include use of off-road
10 vehicles or allow campfires. The public use of this area shall be re-
11 stricted to the hours between sunrise and sunset; the agency or association
12 administering the accessway may further restrict this use period in
13 accordance with Condition A.1. (above) upon written approval by the Executive
14 Director of the Commission, or its successor in interest.

15 (2) A.2. Blufftop Access Trail. To the extent of owner's legal
16 and equitable interests in lands southerly of Rancho Real Road, defined
17 as Parcel Three in Exhibit A, and northerly of the railroad right of way
18 bordering Parcel Five described in Exhibit 5, including but not limited
19 to those lands described as Parcel Six in Exhibit A and a non-exclusive
20 trail easement described in Exhibit B, owners hereby grant a right of
21 public access to pass and repass along a blufftop lateral access trail.
22 The public right to use this lateral access trail shall be limited to
23 those times when use of the beach lateral access area is restricted due
24 to high tide or storm conditions. In no case shall the lateral access
25 trail be wider than 10 feet nor be sited further landward than Rancho
26 Real Road, nor further seaward than the Southern Pacific railroad right-
27 of-way. The exact location of the lateral access trail shall be designated

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DAP

1 in a coastal trail plan for Hollister Ranch:

2 (3) B.1. (a) Rancho Real Road Vertical Access. For those areas
3 described as Parcel Four and Parcel Three in Exhibit A, and the non-
4 exclusive easement for a foot path in Exhibit B, owner hereby grants a
5 right of public access for operation of a transit system from the parking
6 lot at Gaviota State Park to Parcel Five described in Exhibit A. The
7 transit system shall provide access for up to 50 members of the public
8 in addition to the 50 YMCA campers and staff allowed on the beach center
9 facility. The general public shall be allowed access to the beach, but
10 not to the YMCA beach center described in Exhibit B. The use of the
11 accessway shall be limited to two vehicles per hour, each vehicle carrying
12 no more than 30 persons from the State Park on any run. The use of this
13 vertical accessway shall be limited to the hours between 9:00 a.m. and
14 sunset. Vehicles shall not bring persons into Parcel Five any later than
15 two hours before closing of the access road.

16 (b) Prior to operating the transit system, the public
17 agency or private association, in conjunction with the Commission, shall
18 draft a specific plan for the operation of the transit system, including
19 provisions for ridership fees to offset operation costs, criteria for
20 decrease or increase in vehicle trips or hours of operation to accommodate
21 public recreational needs consistent with habitat protection, and provisions
22 for distribution of information to riders regarding appropriate uses of
23 the beaches and accessways. This plan shall be subject to the review and
24 approval of the Executive Director, of the Commission, or its successor in
25 interest. The transit shall be operated in accordance with the approved plan.

26 This OFFER OF DEDICATION shall be irrevocable for a period of
27 twenty-one (21) years, measured forward from ten (10) years following the

1 date of recordation, and shall be binding upon the owner, their heirs,,
2 assigns, or successors in interest to the subject property.

3 The People of the State of California may accept this offer through the
4 County of Santa Barbara, or through a public agency or a private association
5 acceptable to the Executive Director of the Commission or its successor
6 in interest.

7 For purposes of this offer of dedication, "successor in interest"
8 shall mean that person or agency which is designated by statute of the
9 State of California to succeed to the interests powers and duties of the
10 Commission, or if no person or agency is so designated by statute, the
11 California Attorney General.

12 The opening and operation of the public accessway described above
13 is subject to the limitations of Conditions B.2, C.1 and C.2 of part V
14 above. Owner agrees and covenants to promptly and completely perform all
15 tasks required of it by these conditions, and to cooperate with and support
16 in good faith the efforts of the accepting agency to perform its duties
17 under these conditions.

18 Acceptance of the offer is subject to a covenant which runs with
19 the land, providing that the first offeree to accept the easement may not
20 abandon it but must instead offer the easement to other public agencies or
21 private associations acceptable to the Executive Director of the Commission
22 for the duration of the term of the original offer to dedicate. The
23 grant of easement once made shall run with the land and shall be binding
24 on the owners, their heirs, and assigns.

25 //

26 //

27 //

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OSP

-B-

82-17113

Executed on this 11 day of MARCH, 1982, in
the City of Los Angeles, County of Los Angeles.

Dated: March 11, 1982

YMCA OF METROPOLITAN, LOS ANGELES

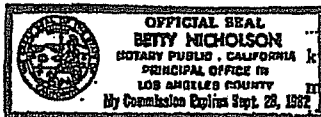
Signed: John G. Quillet, President
(OWNER)

Prentis C. Hale
(OWNER) Int. Sec.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SS

ON March 11, 1982, before me, the
undersigned, a Notary Public in and for said County and State, personally appeared
John G. Quillet and Prentis C. Hale known to me to be the



Prentis C. Hale
President, and Assistant
known to me to be the Secretary of the Corporation that executed the within instru-
ment and the officers who executed the within instrument on behalf of the Corpora-
tion 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.

Notary's Signature

Type or Print Notary's Name

Betty Nicholson
Betty Nicholson

CORPORATION ACKNOWLEDGMENT
Form No. 14

22 //
23 //
24 //
25 //
26 //
27 //

COURT PAPER
STATE OF CALIFORNIA
STD. 113 (REV. 9-72)

DRP

1 This is to certify that the offer of dedication set forth above dated
 2 MARCH 11, 19 82, and signed by JOHN G. OUELLET AND
 3 PRENTIS C. HALE, owner(s), is hereby acknowledged by the
 4 undersigned officer on behalf of the California Coastal Commission pursuant
 5 to authority conferred by the California Coastal Commission when it granted
 6 Coastal Development Permit No. ✓ on _____ and the
 7 California Coastal Commission consents to recordation thereof by its duly
 8 authorized officer.

9 Dated: March 31, 1982

Michael Fischer

 Michael Fischer
 California Coastal Commission

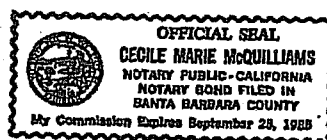
13 STATE OF CALIFORNIA

14 COUNTY OF ~~SAN FRANCISCO~~ SANTA BARBARA

15 On March 31, 1982, before the undersigned, a Notary Public in
 16 and for said State, personally appeared JAMES M. RYERSON
 17 DISTRICT DIRECTOR known to me to be the DISTRICT DIRECTOR
 18 of the California Coastal Commission and known to me to be the person who
 19 executed the within instrument on behalf of said Commission, and acknowledged
 20 to me that such Commission executed the same.

21 Witness my hand and official seal.

22
 23
 24
 25
 26
 27



Cecile Marie McQuilliams

 Notary Public in and for said County and
 State

DESCRIPTION

EXHIBIT "A"

82-17113

PARCEL ONE:

THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT RECORDED JULY 28, 1866 IN BOOK A, PAGE 17, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "ANITA 2"; THENCE, SOUTH 89°27'27" EAST 7573.01 FEET, TO THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE", SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATIONS BEING SHOWN ON MAP FILED IN BOOK 41, PAGES 12 TO 50, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE" BEING APPROXIMATELY SOUTH 46°38'50" WEST 14,615.75 FEET FROM A 3/4 INCH IRON PIPE AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF "N. 87°22' W. 13196.30'", IN THE NORTHERLY BOUNDARY OF THE RANCHO NUESTRA SENORA DEL REFUGIO, AS SHOWN ON MAP OF THE DIVISION OF RANCHO SAN JULIAN, RECORDED IN BOOK 14, PAGES 1 TO 14, INCLUSIVE OF MAPS AND SURVEYS, IN THE OFFICE OF SAID RECORDER; THENCE NORTH 26°46'37" WEST 3749.34 FEET; THENCE NORTH 1°14'43" WEST 3716.61 FEET TO THE "TRUE POINT OF BEGINNING"; THENCE SOUTH 37°55'02" WEST 1236.80 FEET; THENCE NORTH 15°14'00" WEST 1357.44 FEET; THENCE NORTH 28°51'16" WEST 1149.01 FEET; THENCE NORTH 24°07'14" WEST 1413.30 FEET; THENCE NORTH 4°26'50" EAST 1443.29 FEET; THENCE SOUTH 85°40'37" EAST 594.82 FEET; THENCE SOUTH 60°24'10" EAST 702.99 FEET; THENCE SOUTH 10°33'32" EAST 284.82 FEET; THENCE SOUTH 81°20'38" EAST 1022.20 FEET; THENCE SOUTH 5°10'24" WEST 2664.36 FEET TO THE "TRUE POINT OF BEGINNING".

EXCEPTING THEREFROM THAT PORTION, IF ANY, LYING NORTH OF THE NORTHERLY LINE OF SAID RANCHO ACCORDING TO SAID PATENT.

ALSO EXCEPTING THEREFROM THE INTEREST IN THE MINERALS AND MINERAL RIGHTS IN SAID LAND, AS SAID MINERALS AND MINERAL RIGHTS ARE THEREIN DEFINED, AS CONVEYED BY DEED FROM HOLLISTER ESTATE COMPANY TO JANE H. WHEELWRIGHT AND CLINTON B. HOLLISTER, AS EXECUTORS OF THE WILL OF J.J. HOLLISTER, DECEASED, ET AL., RECORDED JULY 20, 1962 AS INSTRUMENT NO. 30286 IN BOOK 1942, PAGE 916 OF OFFICIAL RECORDS, AS SAID INTEREST WERE MODIFIED AND AMENDED BY THAT CERTAIN EXCHANGE OF DEEDS BETWEEN PETER STEFFENS AND ELLA STEFFENS, HIS WIFE, ET AL., AND HOLLISTER COMPANY, A JOINT VENTURE, COMPOSED OF D-G-J INVESTMENT CO., A CORPORATION AND HARWEN COMPANY, A LIMITED PARTNERSHIP, RECORDED AUGUST 12, 1965 COMMENCING WITH INSTRUMENT NO. 28586 IN BOOK 2116, PAGE 971 OF OFFICIAL RECORDS AND CULMINATING WITH INSTRUMENT NO. 28647 IN BOOK 2116, PAGE 1207 OF OFFICIAL RECORDS.

DESCRIPTION - PAGE 2PARCEL TWO:

AN EXCLUSIVE EASEMENT FOR RECREATIONAL USE, RESTROOMS AND SHELTER FACILITIES OVER AND ON THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT, RECORDED JULY 28, 1866 IN BOOK A, PAGE 17, DESCRIBED AS FOLLOWS:

COMMENCING AT THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "ANITA 2"; THENCE SOUTH 89°27'27" EAST 7573.01 FEET TO THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE" SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION BEING SHOWN ON MAP FILED IN BOOK 41, PAGES 12 TO 50, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE" BEING APPROXIMATELY SOUTH 46°38'50" WEST 14,615.75 FEET FROM A 3/4 INCH IRON PIPE AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF (NORTH 87°22' WEST 19,196.30 FEET) IN THE NORTHERLY BOUNDARY OF THE RANCHO NUESTRA SENORA DEL REFUGIO, AS SHOWN ON MAP OF THE DIVISIONS OF RANCHO SAN JULIAN FILED IN BOOK 14, PAGES 1 TO 14, INCLUSIVE OF MAPS AND SURVEYS, IN THE OFFICE OF SAID RECORDER; THENCE NORTH 70°57'45" WEST 4104.39 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 65°52'26" EAST 270.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE HAVING A BEARING OF NORTH 24°07'15" EAST TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY; THENCE IN A GENERALLY NORTHWESTERLY DIRECTION ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT IN A LINE WHICH BEARS NORTH 24°07'15" EAST FROM SAID POINT "A"; THENCE SOUTH 24°07'15" WEST, ALONG SAID LINE AND PASSING THROUGH SAID POINT "A" TO THE MEAN HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE IN A GENERALLY EASTERLY DIRECTION ALONG SAID MEAN HIGH TIDE LINE, TO THE POINT OF INTERSECTION WITH A LINE WHICH BEARS SOUTH 24°07'15" WEST FROM THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE, NORTH 24°07'15" EAST TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR A FOOT PATH 10 FEET IN WIDTH FROM THE STONE ARCH, LOCATED AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RAILROAD RIGHT OF WAY, WITH CUARTE CREEK; THENCE FOLLOWING THE MEANDER LINE OF SAID CREEK TO AN EXISTING ROAD RIGHT OF WAY.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT RECORDED JULY 28, 1866 IN BOOK A, PAGE 17, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES WITHIN A STRIP OF LAND 24 FEET WIDE THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

DESCRIPTION - PAGE 3

PARCEL THREE (CONTINUED)

COMMENCING AT THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "ANITA 2"; THENCE SOUTH 89°27'27" EAST 7573.01 FEET TO THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE" SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION BEING SHOWN ON MAP FILED IN BOOK 41, PAGES 32 TO 44, INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE", BEING APPROXIMATELY SOUTH 46°38'50" WEST 14,615.75 FEET FROM A 3/4 INCH IRON PIPE AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF "N. 87°22' W. 19,196.30" IN THE NORTHERLY BOUNDARY OF THE RANCHO NUESTRA SENORA DEL REFUGIO, AS SHOWN ON MAP OF THE DIVISIONS OF RANCHO SAN JULIAN, RECORDED IN BOOK 14, PAGES 1 TO 14, INCLUSIVE OF MAPS AND SURVEYS, IN THE OFFICE OF SAID RECORDER; THENCE NORTH 65°45'50" WEST 4042.80 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT; THENCE NORTH 27°15'53" EAST 117.69 FEET; THENCE NORTH 7°07'30" WEST 161.24 FEET; THENCE NORTH 30°41'59" EAST 186.08 FEET; THENCE NORTH 48°21'59" EAST 120.42 FEET; THENCE NORTH 23°11'55" EAST 152.32 FEET; THENCE NORTH 16°11'21" EAST 161.40 FEET; THENCE NORTH 8°44'46" WEST 131.53 FEET; THENCE NORTH 10°53'08" WEST 132.38 FEET; THENCE NORTH 5°11'40" EAST 110.45 FEET; THENCE NORTH 25°20'46" EAST 210.24 FEET; THENCE NORTH 48°48'51" EAST 106.30 FEET; THENCE NORTH 47°43'35" EAST 148.66 FEET; THENCE NORTH 4°23'55" EAST 130.38 FEET; THENCE NORTH 130.00 FEET; THENCE NORTH 14°44'37" EAST 96.47 FEET; THENCE NORTH 170.00 FEET; THENCE NORTH 33°41'24" EAST 184.28 FEET; THENCE NORTH 7°54'26" EAST 363.46 FEET; THENCE NORTH 5°31'39" EAST 311.45 FEET; THENCE NORTH 11°18'36" WEST 101.98 FEET; THENCE NORTH 4°45'49" EAST 60.21 FEET; THENCE NORTH 36°52'12" EAST 75.00 FEET; THENCE NORTH 55°29'29" EAST 97.08 FEET; THENCE NORTH 62°01'14" EAST 181.18 FEET; THENCE NORTH 3°34'35" EAST 160.31 FEET; THENCE NORTH 58°23'33" EAST 152.64 FEET; THENCE NORTH 40.00 FEET; THENCE NORTH 35°32'16" WEST 86.02 FEET; THENCE NORTH 23°01'32" EAST 217.31 FEET; THENCE NORTH 14°02'10" EAST 103.08 FEET; THENCE NORTH 14°55'33" WEST 310.48 FEET; THENCE NORTH 20°33'22" EAST 85.44 FEET; THENCE NORTH 78°41'24" EAST 101.98 FEET; THENCE NORTH 63°26'06" EAST 55.90 FEET; THENCE NORTH 9°05'25" EAST 125.59 FEET; THENCE NORTH 2°51'45" EAST 400.50 FEET.

EXCEPTING THEREFROM ANY PORTION THEREOF WHICH LIES SOUTHERLY OF THE SOUTHERLY BOUNDARY OF THAT CERTAIN STRIP OF LAND AS SHOWN ON MAP RECORDED IN BOOK 2187, PAGES 1375 TO 1381, INCLUSIVE OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DESCRIPTION - PAGE 4PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT, RECORDED JULY 28, 1866 IN BOOK A, PAGE 17, ET SEQ., OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES WITHIN A STRIP OF LAND 24 FEET IN WIDTH THE CENTER LINE OF SAID STRIP OF LAND BEING THE CENTER LINE OF THAT CERTAIN "EXISTING ROAD" SHOWN ON EXHIBITS "A", "B" AND "C" ATTACHED TO EASEMENT DEED, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED APRIL 19, 1967 AS INSTRUMENT NO. 10684 IN BOOK 2187, PAGE 1364 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE, IN THE DEED TO STATE OF CALIFORNIA, RECORDED OCTOBER 10, 1967 AS INSTRUMENT NO. 29404 IN BOOK 2207, PAGE 1050 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING FROM SAID EASEMENT THAT PORTION LYING WESTERLY OF THE EASTERLY LINE OF PARCEL THREE, HEREINABOVE DESCRIBED.

PARCEL FIVE:

THAT CERTAIN NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EXISTING ROAD LOCATED ON LANDS DESCRIBED AS PARCEL ONE, IN DEED TO STATE OF CALIFORNIA, RECORDED OCTOBER 10, 1967 AS INSTRUMENT NO. 29404 IN BOOK 2207, PAGE 1050 OF OFFICIAL RECORDS OF SAID COUNTY, WHICH WAS RESERVED BY GRANTORS IN SAID DEED FOR USE AS THEREIN SET FORTH.

PARCEL SIX:

A NON-EXCLUSIVE EASEMENT FOR BEACH USE OVER THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT, RECORDED JULY 28, 1866 IN BOOK A, PAGE 17, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES SOUTHERLY OF THE TOP OF THE BLUFF ALONG THE PACIFIC OCEAN AND BETWEEN A LINE WHICH PASSES NORTH AND SOUTH THROUGH UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE", AS SHOWN ON THE MAP OF SURVEY FILED IN BOOK 41, PAGES 12 TO 50 OF MISCELLANEOUS MAPS AND A LINE THAT PASSES NORTH AND SOUTH THROUGH A POINT THAT BEARS NORTH 70°57'45" WEST FROM SAID "HORSE SHOE" TRIANGULATION STATION A DISTANCE OF 3,880 FEET.

EXCEPTING ANY PORTION LYING BELOW THE MEAN HIGH TIDE LINE OF THE PACIFIC OCEAN.

AN EXCLUSIVE EASEMENT FOR RECREATIONAL USE, RESTROOMS AND SHELTER FACILITIES OVER AND ON THAT PORTION OF THE RANCHO NUESTRO SEÑORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT, RECORDED ON JULY 13, 1866 IN BOOK A, PAGE 17, DESCRIBED AS FOLLOWS:

COMMENCING AT THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "ANITA 2"; THENCE SOUTH $89^{\circ}27'27''$ EAST 7573.01 FEET TO THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE" SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION BEING SHOWN ON MAP FILED IN BOOK 41, PAGES 12 TO 50, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE", BEING APPROXIMATELY SOUTH $46^{\circ}38'50''$ WEST 14,615.75 FEET FROM A $3/4$ INCH IRON PIPE AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF (NORTH $87^{\circ}22'$ WEST 19,196.30 FEET) IN THE NORTHERLY BOUNDARY OF THE RANCHO NUESTRA SEÑORA DEL REFUGIO AS SHOWN ON MAP OF THE DIVISIONS OF RANCHO SAN JULIA FILED IN BOOK 14, PAGES 1 TO 14, INCLUSIVE, OF MAPS AND SURVEYS, IN THE OFFICE OF SAID RECORDER; THENCE NORTH $70^{\circ}7'45''$ WEST 4104.9 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH $65^{\circ}52'26''$ EAST 270.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE HAVING A BEARING OF NORTH $24^{\circ}07'15''$ EAST TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY; THENCE IN A GENERALLY NORTHERLY DIRECTION ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT IN A LINE WHICH BEARS NORTH $24^{\circ}07'15''$ EAST FROM SAID POINT "A"; THENCE SOUTH $24^{\circ}07'15''$ WEST ALONG SAID LINE AND PASSING THROUGH SAID POINT "A" TO THE MEAN HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE IN A GENERALLY EASTERLY DIRECTION ALONG SAID MEAN HIGH TIDE LINE TO THE POINT OF INTERSECTION WITH A LINE WHICH BEARS SOUTH $24^{\circ}07'15''$ WEST FROM THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE NORTH $24^{\circ}07'15''$ EAST TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR A FOOT PATH 1.00 FEET IN WIDTH FROM THE STONE ARCH, LOCATED AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RAILROAD RIGHT OF WAY WITH CUARTE CREEK; THENCE FOLLOWING THE MEANDER LINE OF SAID CREEK TO AN EXISTING ROAD RIGHT OF WAY.

EXHIBIT "B"

THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT RECORDED ON JULY 28, 1866 IN BOOK A, PAGE 17, ET SEQ., OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "ANITA 2"; THENCE SOUTH 89°27'27" EAST 7573.01 FEET TO THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE", SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATIONS, BEING SHOWN ON MAP FILED IN BOOK 41, PAGES 12 TO 50, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE" BEING APPROXIMATELY SOUTH 46°38'50" WEST 14,615.75 FEET FROM A 3/4 INCH IRON PIPE AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF "N. 87°22' W. 3196.30" IN THE NORTHERLY BOUNDARY OF THE RANCHO NUESTRA SENORA DEL REFUGIO, SHOWN ON MAP OF THE DIVISION OF RANCHO SAN JULIAN, RECORDED IN BOOK 4, PAGES 1 TO 14, INCLUSIVE, OF MAPS AND SURVEYS, IN THE OFFICE OF SAID RECORDER; THENCE NORTH 26°46'37" WEST 3749.34 FEET; HENCE NORTH 1°14'43" WEST 3716.61 FEET TO THE "TRUE POINT OF BEGINNING"; THENCE SOUTH 37°55'02" WEST 1236.80 FEET; THENCE NORTH 1°14'00" WEST 1357.44 FEET; THENCE NORTH 28°51'16" WEST 1149.01 FEET; THENCE NORTH 24°07'14" WEST 1413.30 FEET; THENCE NORTH 4°26'50" EAST 1443. FEET; THENCE SOUTH 85°40'37" EAST 594.82 FEET; THENCE SOUTH 6°24'10" EAST 702.91 FEET; THENCE SOUTH 10°33'32" EAST 884.82 FEET; THENCE SOUTH 81°20'38" EAST 1022.20 FEET; THENCE SOUTH 5°10'24" WEST 2664.36 FEET TO THE "TRUE POINT OF BEGINNING".

EXCEPTING THEREFROM THAT PORTION IF ANY, LYING NORTH OF THE NORTHERLY LINE OF SAID RANCHO ACCORDING TO SAID PATENT.

ALSO EXCEPTING THEREFROM THE INTEREST IN THE MINERALS AND MINERAL RIGHTS IN SAID LAND, AS SAID MINERALS AND MINERAL RIGHTS ARE THEREIN DEFINED, AS CONVEYED BY DEED FROM HOLLISTER ESTATE COMPANY TO JANE M. WHEELWRIGHT AND CLINTON B. HOLLISTER, AS EXECUTORS OF THE WILL OF J.J. HOLLISTER, DECEASED, ET AL., RECORDED JULY 20, 1962 AS INSTRUMENT NO. 30286 IN BOOK 1942, PAGE 916 OF OFFICIAL RECORDS AS SAID INTERESTS WERE MODIFIED AND AMENDED BY THAT CERTAIN EXCHANGE OF DEEDS BETWEEN PETER STEFFENS AND ELLA STEFFENS, HIS WIFE, ET AL. AND HOLLISTER COMPANY, A JOINT VENTURE, COMPOSED OF D-G-J INVESTMENT CO., A CORPORATION AND HARWEN COMPANY, A LIMITED PARTNERSHIP, RECORDED AUGUST 12, 1963 COMMENCING WITH INSTRUMENT NO. 28586 IN BOOK 2116, PAGE 971 OF OFFICIAL RECORDS AND CULMINATING WITH INSTRUMENT NO. 28647 IN BOOK 2116, PAGE 1207 OF OFFICIAL RECORDS.

EXHIBIT "C"

82-17113

THOSE CERTAIN TRACTS OF LAND IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS "PARCEL ONE" AND "PARCEL TWO" IN THE DEED TO RANCHO SANTA BARBARA, A CALIFORNIA CORPORATION, RECORDED JUNE 25, 1968 AS INSTRUMENT NO. 19908 IN BOOK 2236, PAGE 865 OF OFFICIAL RECORDS OF SAID COUNTY.

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink of the County Clerk, Recorder and Assessor.

COUNTY CLERK, RECORDER AND ASSESSOR, SANTA BARBARA, CALIFORNIA
DATE: NOV 13 2013 BY DEPUTY: Danielle Gomez



EXHIBIT 6

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE RANCHO NUESTRA SEMORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT, RECORDED JULY 28, 1865 IN BOOK A, PAGE 17, ET SEQ., OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES WITHIN A STRIP OF LAND 24 FEET IN WIDTH THE CENTER LINE OF SAID STRIP OF LAND BEING THE CENTER LINE OF THAT CERTAIN "EXISTING ROAD" SHOWN ON EXHIBITS "A", "B" AND "C" ATTACHED TO EASEMENT DEED, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED APRIL 19, 1967 AS INSTRUMENT NO. 10584 IN BOOK 2187, PAGE 1364 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE, IN THE DEED TO STATE OF CALIFORNIA, RECORDED OCTOBER 10, 1957 AS INSTRUMENT NO. 29404 IN BOOK 2207, PAGE 1050 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WESTERLY OF THE EASTERLY LINE OF PARCEL TWO OF EXHIBIT "A" IN THE DEED TO YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN LOS ANGELES RECORDED ON JUNE 29, 1970, AS INSTRUMENT NUMBER 16794, BOOK 2312, PAGE 1378 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

EXHIBIT 7

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT RECORDED JULY 28, 1866 IN BOOK A, PAGE 17, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES WITHIN A STRIP OF LAND 24 FEET WIDE THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "ANITA 2"; THENCE SOUTH 89°27'27" EAST 7573.01 FEET TO THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE" SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION BEING SHOWN ON MAP FILED IN BOOK 41, PAGES 32 TO 40, INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE", BEING APPROXIMATELY SOUTH 46°38'50" WEST 14,615.75 FEET FROM A 3/4 INCH IRON PIPE AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF "N. 87°22' W. 19,196.50" IN THE NORTHERLY BOUNDARY OF THE RANCHO NUESTRA SENORA DEL REFUGIO, AS SHOWN ON MAP OF THE DIVISIONS OF RANCHO SAN JULIAN, RECORDED IN BOOK 14, PAGES 1 TO 14, INCLUSIVE OF MAPS AND SURVEYS, IN THE OFFICE OF SAID RECORDER; THENCE NORTH 63°45'50" WEST 4042.80 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT; THENCE NORTH 27°15'53" EAST 117.69 FEET; THENCE NORTH 7°07'30" WEST 161.24 FEET; THENCE NORTH 30°41'59" EAST 186.08 FEET; THENCE NORTH 48°21'59" EAST 120.42 FEET; THENCE NORTH 23°11'55" EAST 152.32 FEET; THENCE NORTH 16°11'21" EAST 161.40 FEET; THENCE NORTH 8°44'46" WEST 151.53 FEET; THENCE NORTH 10°53'08" WEST 132.38 FEET; THENCE NORTH 5°11'40" EAST 110.45 FEET; THENCE NORTH 25°20'46" EAST 210.24 FEET; THENCE NORTH 48°48'51" EAST 106.30 FEET; THENCE NORTH 47°43'35" EAST 148.66 FEET; THENCE NORTH 4°25'55" EAST 130.38 FEET; THENCE NORTH 130.00 FEET; THENCE NORTH 14°44'37" EAST 156.47 FEET; THENCE NORTH 170°00 FEET; THENCE NORTH 33°41'24" EAST 184.28 FEET; THENCE NORTH 1°54'26" EAST 363.46 FEET; THENCE NORTH 5°51'39" EAST 311.45 FEET; THENCE NORTH 11°18'36" WEST 101.98 FEET; THENCE NORTH 4°45'49" EAST 60.21 FEET; THENCE NORTH 56°52'12" EAST 75.00 FEET; THENCE NORTH 55°29'28" EAST 97.08 FEET; THENCE NORTH 62°01'14" EAST 181.18 FEET; THENCE NORTH 3°34'35" EAST 160.31 FEET; THENCE NORTH 58°23'33" EAST 152.64 FEET; THENCE NORTH 40.00 FEET; THENCE NORTH 55°32'16" WEST 86.02 FEET; THENCE NORTH 23°01'32" EAST 217.31 FEET; THENCE NORTH 14°02'10" EAST 103.00 FEET; THENCE NORTH 14°55'33" WEST 310.48 FEET; THENCE NORTH 20°33'22" EAST 85.44 FEET; THENCE NORTH 78°41'24" EAST 101.98 FEET; THENCE NORTH 63°26'06" EAST 55.96 FEET; THENCE NORTH 9°05'25" EAST 125.59 FEET; THENCE NORTH 2°51'45" EAST 400.50 FEET.

EXCEPTING THEREFROM ANY PORTION THEREOF WHICH LIES SOUTHERLY OF THE SOUTHERLY BOUNDARY OF THAT CERTAIN STRIP OF LAND AS SHOWN ON MAP RECORDED IN BOOK 2187, PAGES 1375 TO 1381, INCLUSIVE OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT 8

Blufftop Access Trail. To the extent of owner's legal and equitable interests in lands southerly of Rancho Real Road, defined as Parcel Three in Exhibit A, and northerly of the railroad right of way bordering Parcel Five described in Exhibit B, including but not limited to those lands described as Parcel Six in Exhibit A and a non-exclusive trail easement described in Exhibit B, owners hereby grant a right of public access to pass and repass along a blufftop lateral access trail. The public right to use this lateral access trail shall be limited to those times when use of the beach lateral access area is restricted due to high tide or storm conditions. In no case shall the lateral access trail be wider than 10 feet nor be sited further landward than Rancho Real Road, nor further seaward than the Southern Pacific railroad right-of-way. The exact location of the lateral access trail shall be designated in a coastal trail plan for Hollister Ranch.

EXHIBIT 9

A NON-EXCLUSIVE EASEMENT FOR A FOOT PATH 10 FEET IN WIDTH FROM THE STONE ARCH, LOCATED AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RAILROAD RIGHT OF WAY, WITH CUARTE CREEK; THENCE FOLLOWING THE MEANDER LINE OF SAID CREEK TO AN EXISTING ROAD RIGHT OF WAY.

EXHIBIT 10

A NON-EXCLUSIVE EASEMENT FOR BEACH USE OVER THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT, RECORDED JULY 28, 1866 IN BOOK A, PAGE 17, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH LIES SOUTHERLY OF THE TOP OF THE BLUFF ALONG THE PACIFIC OCEAN AND BETWEEN A LINE WHICH PASSES NORTH AND SOUTH THROUGH UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE", AS SHOWN ON THE MAP OF SURVEY FILED IN BOOK 41, PAGES 12 TO 50 OF MISCELLANEOUS MAPS AND A LINE THAT PASSES NORTH AND SOUTH THROUGH A POINT THAT BEARS NORTH 70°57'45" WEST FROM SAID "HORSE SHOE" TRIANGULATION STATION A DISTANCE OF 3,880 FEET.

EXCEPTING ANY PORTION LYING BELOW THE MEAN HIGH TIDE LINE OF THE PACIFIC OCEAN.

EXHIBIT 11

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES PATENT RECORDED ON JULY 28, 1866, IN BOOK A, PAGE 17 ET SEQ., OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY WHICH LIES WITHIN A STRIP OF LAND 20 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "ANITA 2"; THENCE SOUTH $89^{\circ}27'27''$ EAST 7573.01 FEET TO THE UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE", SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION BEING SHOWN ON MAP FILED IN BOOK 41, PAGES 12 TO 50, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID UNITED STATES COAST AND GEODETIC TRIANGULATION STATION "HORSE SHOE" BEING APPROXIMATELY SOUTH $45^{\circ}38'50''$ WEST 14,615.75 FEET FROM A $3/4$ INCH IRON PIPE AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF "N. $87^{\circ}22'$ W. 19,196.30" IN THE NORTHERLY BOUNDARY OF THE RANCHO NUESTRA SENORA DEL REFUGIO AS SHOWN ON MAP OF THE DIVISIONS OF RANCHO SAN JULIAN, RECORDED IN BOOK 14, PAGES 1 TO 14, INCLUSIVE, OF MAPS AND SURVEYS IN THE OFFICE OF SAID RECORDER; THENCE NORTH $70^{\circ}57'45''$ WEST 4104.39 FEET; THENCE SOUTH $24^{\circ}07'15''$ WEST TO A POINT IN THE MEAN HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE NORTH $65^{\circ}52'45''$ WEST 10.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $24^{\circ}07'15''$ EAST TO THE POINT OF INTERSECTION WITH THE CENTER LINE OF THAT STRIP OF LAND DESIGNATED AS "EXISTING ROAD" SHOWN ON EXHIBITS "A", "B" AND "C" ATTACHED TO EASEMENT DEED IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED APRIL 15, 1967, AS INSTRUMENT NO. 10684 IN BOOK 2187 PAGE 1364 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE ALONG THE CENTER LINE OF SAID "EXISTING ROAD" TO THE WESTERLY LINE OF PARCEL TWO OF EXHIBIT "A" IN THE DEED TO YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN LOS ANGELES RECORDED ON JUNE 29, 1970, AS INSTRUMENT NUMBER 16794, BOOK 2312, PAGE 1378 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

EXCEPTING THAT PORTION LYING WITHIN THE LINES OF THE SOUTHERN PACIFIC COMPANY RAILROAD RIGHT OF WAY.

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PROOF OF SERVICE BY MAIL

I am a citizen of the United States and employed in Santa Barbara County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is Brownstein Hyatt Farber Schreck, LLP, 1020 State Street, Santa Barbara, California 93101. I am readily familiar with this firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. On November 26, 2013, I placed with this firm at the above address for deposit with the United States Postal Service a true and correct copy of the within document(s):

**CLASS ACTION-VERIFIED FIRST AMENDED
COMPLAINT FOR QUIET TITLE, DECLARATORY AND
INJUNCTIVE RELIEF, PETITION FOR WRIT OF
MANDATE AND OTHER RELIEF**

in a sealed envelope, postage fully paid, addressed as follows:

Kamala D. Harris, Attorney General of
California
Jamee Jordan Patterson
Supervising Deputy Attorney General
Public Rights Division, Land Law Section
110 W A Street, Suite 1100
San Diego, CA 92101
P. O. Box 85266
San Diego, CA 92186-5266
Telephone: (619) 645-2023
Facsimile: (619) 645-2012
Email: Jamee.Patterson@doj.ca.gov

Dennis Marshall, County Counsel
Lisa A. Rothstein, Sr. Deputy
County of Santa Barbara
105 East Anapamu Street, Suite 201
Santa Barbara, CA 93101
Telephone: (805) 568-2950
Facsimile: (805) 568-2983
Email: Lrothst@co.santa-barbara.ca.us

Following ordinary business practices, the envelope was sealed and placed for collection and mailing on this date, and would, in the ordinary course of business, be deposited with the United States Postal Service on this date.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 26, 2013, at Santa Barbara, California.



Melissa A. Eldridge