ITEM FOR COUNCIL CONSIDERATION

Acceptance of an Offer to Dedicate real property known as APN 001-190-098, located at 6380 Via Real.

STAFF RECOMMENDATION

Action Item X; Non-Action Item ___

Adopt Resolution No. 5900 thereby accepting the Offer to Dedicate Fee Interest of APN 001-190-098 for public park and open space.

Sample Motion: I move to adopt Resolution No. 5900, as read by title only.

BACKGROUND

The City Council in September 2008 approved a mixed use project at 6380 Via Real with an 84,550 square foot office building and 340 associated parking spaces, 37 single-family detached residences and 36 condominium units. Also, as a part of the project approval, approximately 2.58 acres of the site in open space offered for dedication to the City for use as a public park/open space.

The associated Parcel Map 25,185 was recorded on July 22, 2010 with the Irrevocable Offer to Dedicate Fee Interest for Public Park/Open Space document. The Offer to Dedicate Fee Interest was recorded in July of 2010 and will expire in July of 2031.

On June 3, 2019 at a public hearing, the Carpinteria City Planning Commission determined that the City's acceptance of approximately 2.58 acres of fee interest property within the Lagunitas mixed-use development project for public park/open space purposes is consistent with the General Plan/Coastal Plan of the City of Carpinteria pursuant to Government Code §65402.
DISCUSSION

The acceptance of the Offer to Dedicate Fee Interest in the property will allow the City to begin to manage the property as open space and to evaluate park and open space uses and improvements for the site. Considerations could include active and/or passive open space park uses as determined in the future pursuant to direction from the City Council.

The Property is fairly level with native and ruderal vegetation. The Site also has frontage to Via Real making public access convenient. The mountain views and open space setting add to the Property's visual beauty and appeal to be used as a public park.

No specific park improvement plan for the Property has been prepared at this time; however, the Property was included, among other sites, as a possible location for an off-leash park in the Dog Park Feasibility Study accepted by the City Council at its March 11, 2019 meeting.

The City's acceptance of the Property is exempt from CEQA pursuant to sections 15061(b)(3) and 15316 of the State CEQA Guidelines, which covers transfers of ownership of land in order to create park and open space.
POLICY CONSIDERATIONS

The following policies support the property’s use for public park/open space purposes:

Community Design Element Objective CDS4-2: To take advantage of the subarea’s unique mixture of workplaces and affordable housing to develop a vital living and working center for the city.

Policy CDS4-c: Enhance the pedestrian character of the subarea’s streets, parks and lanes.

Open Space, Recreation & Conservation Element Objective OSC-1: Protect, preserve and enhance local natural resources and habitats.

Open Space, Recreation & Conservation Element Objective OSC-6: Preserve the natural environmental qualities of creekways and protect riparian habitat.

Policy OSC-6a: Support the preservation of creeks and their corridors as open space, and maintain and restore riparian habitat to protect the community’s water quality, wildlife diversity, aesthetic values, and recreation opportunities.

Open Space, Recreation & Conservation Element Objective OSC-14: Provide for adequate park and recreation facilities to meet the needs of the community and visitors.

Policy OSC-14a: Increase coastal and recreational access for all segments of the population, including the disabled and elderly, while protecting natural resources, particularly environmentally sensitive habitat areas.

Policy OSC-14b: Provide for passive recreation uses of natural open space areas, such as along creeks and the Bluffs 1 areas, where such uses would not damage the resources being protected.

Policy OSC-14g: In implementing all proposals made in the General Plan/Land Use Plan for expanding opportunities for coastal access and recreation, utilize purchase in fee (simple) only after all other less costly alternatives have been studied and rejected as infeasible. Other alternatives may include: purchase of easements, recreation preserve contracts, and mandatory dedication in connection with development.

Policy OSC-14h: Support habitat preservation by establishing habitat preserves and open space for passive and active recreation by developing programs including, but not limited to: transfer of development rights; conservation easements; land acquisition grants; partnership agreements between private developers, the City, school districts, State Park, and the National Forest; overlay performance zoning; development impact fees for recreational resources and services; and use fees and fines.

OSC-14-Implementation Policy 60: Adopt a management plan for parks and open space that integrates planning for trails, coastal access and recreation, and protection of significant biological resources.

OSC-14-Implementation Policy 61: Support development of new or expanded park and recreation facilities as demand/need dictates. When latent demand for parks and
Resolution of Acceptance  
June 24, 2019  
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recreation facilities is identified, adequate parkland and facilities shall be identified and pursued.

FINANCIAL CONSIDERATIONS

The parcel of land is unimproved and requires minimal maintenance in its current state. If the City Council accepts the Offer to Dedicate and subsequently authorizes public access, some maintenance and supervisory costs will be incurred annually. Immediate expenses are anticipated to be relatively minor when the land is maintained as natural open space.

Should a park improvement be proposed, a maintenance cost analysis will be included as part of any specific proposal.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Legal Council has been consulted as a part of the process to prepare for Acceptance of the Offer to Dedicate.

OPTIONS

The City Council could defer this Acceptance until further notice and not adopt Resolution 5900.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

Resolution 5900

Staff contact: Matthew Roberts, Parks and Recreation Director  
(805) 684-5405 x449  
Mattr@ci.Carpinteria.ca.us

Reviewed by: Dave Durflinger, City Manager
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, ACCEPTING THE “IRREVOCABLE OFFER TO DEDICATE” A 2.58 ACRE PROPERTY LOCATED AT 6380 VIA REAL AND FINDING THE ACCEPTANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, by Irrevocable Offer to Dedicate Fee Interest for Public Park/Open Space (“Offer to Dedicate”), recorded on July 22, 2010 in the Official Records of Santa Barbara County as Document Number 2010-0039145, (Attachment “A”) the owner (“Grantor”) of real property (APN 001-190-098) (“Property”) more particularly described and depicted in Exhibits A and B of Attachment A, offered to dedicate fee interest of said Property to the City of Carpinteria (“City”), at no cost to the City, for public park and open space purposes; and

WHEREAS, the City approved Grantor’s application of a development plan, tentative parcel map and a coastal development permit for development of the adjacent property and, as a condition of that approval Grantor was required to provide City with the Offer to Dedicate, as more particularly described in Attachment A; and

WHEREAS, the City’s General and Local Plan policy OSC-14 directs the City to pursue the provision of adequate parks and open space for all community members; and

WHEREAS, on June 3, 2019, the City’s Planning Commission held a public hearing and found that the acceptance of the Offer to Dedicate of the Property is in conformity with the City’s General Plan pursuant to section 65402 of the Government Code; and

WHEREAS, the California Environmental Quality Act (Pub. Res. Code, § 21000, et seq.) (“CEQA”) applies only to projects which have the potential for causing a significant effect on the environment and City staff have determined that the acceptance of
dedication of the Property has minimal potential to affect the environment and therefore is not subject to CEQA (14 CCR § 15061(b)(3)); and

WHEREAS, the Property acceptance is exempt from CEQA because the activity involves a transfer of ownership of land in order to create a park and/or open space, the Property is currently in a natural condition, and no management plan has been prepared. (14 CCR §15316.)

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

1. The City Council accepts the Offer to Dedicate the Property as more particularly described in Attachment A, and as depicted in Exhibits A and B therein, and accepts fee title for use as park and open space without further restrictions.

2. The acceptance of this Property is exempt from CEQA (14 CCR §§15061(b)(3), §15316).

PASSED, APPROVED AND ADOPTED this 24th day of June, 2019 by the following called vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

ATTEST:

________________________
Mayor, City of Carpinteria

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on June 24, 2019.

________________________
City Clerk, City of Carpinteria
Resolution of Acceptance
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APPROVED AS TO FORM:

Peter Brown, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Carpinteria Business Park Investors, LLC
Attn: Manager
200 E. Carrillo Street, Suite 200
Santa Barbara, CA 93101

With Copy to:

City of Carpinteria
Attn: City Manager
5775 Carpinteria Avenue
Carpinteria, CA 93013

IRREVOCABLE OFFER TO DEDICATE FEE INTEREST FOR PUBLIC PARK/OPEN SPACE

THIS IRREVOCABLE OFFER TO DEDICATE FEE INTEREST FOR PUBLIC PARK/OPEN SPACE (Offer) is made this 12th day of July, 2010, by CARPINTERIA BUSINESS PARK INVESTORS, LLC, a California limited liability company (Grantor), to the CITY OF CARPINTERIA, a California municipal corporation (City), with reference to the following facts and intentions:

RECEITALS

A. Grantor is the owner of that certain real property located in the City of Carpinteria, County of Santa Barbara, State of California commonly known as 6380 Via Real and described with specificity in Exhibit A, attached hereto and incorporated herein by this reference (all of the real property described in this Recital A shall sometimes be referred to collectively as the "Property" and individually each parcel thereof shall be referred to as "Parcel").

B. City has approved Grantor's application for approval of a Development Plan, Tentative Tract Map, Tentative Parcel Map and a Coastal Development Permit for development of the Property (the "Project Approvals"). Condition of Approval Number 49 imposed by City pursuant to the Project Approvals requires Grantor to provide City with an irrevocable offer to dedicate to City a fee interest for public park and/or open space purposes in the 2.58-acre parcel known as Parcel 3 of the Parcel Map, more particularly described in Exhibit B and depicted in Exhibit C attached hereto and incorporated herein by this reference ("Parcel 3").
C. Grantor accepts, agrees and wishes to satisfy such condition of approval by irrevocably offering to dedicate a fee interest in Parcel 3, upon the terms and conditions specified herein.

NOW, THEREFORE, Grantor agrees as follows:

1. **Irrevocable Offer of Dedication.** Grantor hereby irrevocably offers to dedicate to City, at no cost to the City, a fee interest in Parcel 3 of the Property, as more particularly described in Exhibit B and depicted in Exhibit C of this Offer. Grantor hereby declares that such Parcel 3 shall be held, conveyed, encumbered, used, occupied, sold and improved subject to this Offer, which is declared and agreed to be in furtherance of and pursuant to a general plan for the development of the Property.

2. **Effective Date.** This Offer shall become effective as of the date upon which it is recorded in the Official Records in the Office of the County Recorder of the County of Santa Barbara.

3. **Covenant Running With the Land.** This Offer is for the benefit of all of the Parcels and shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns in the ownership of the Property. All of the terms, covenants, conditions, restrictions and reservations contained in this Offer shall be construed as covenants and restrictions which shall run with the land.

4. **Use and Maintenance of Parcel 3.** Prior to the City's acceptance of this Offer or the expiration of the Term thereof, the owners of record of Parcel 3 shall, at their exclusive cost and expense, own, operate and maintain Parcel 3 pursuant to maintenance obligations set forth in the Project Approvals and in the Covenants, Conditions and Restrictions for the Property which shall be recorded in the Official Records in the Office of the County Recorder of the County of Santa Barbara. Such maintenance obligations require that Parcel 3 be maintained as a passive open space area planted with meadow species and native trees.

5. **Term of Offer: Acceptance.** This Offer shall be accepted by City if at all within twenty-one (21) years of the Effective Date. Should the City elect to accept the Offer, such acceptance shall be accomplished by resolution adopted by the City Council, a certified copy of which shall be recorded in the Official Records in the Office of the County Recorder of the County of Santa Barbara. From and after the recording thereof, the owner(s) of Parcel 3 shall have no further right, title or interest in Parcel 3 and no further obligation with respect to the maintenance thereof. Grantor hereby waives any requirement that City comply with California Government Code Sections 66477 and 66477.1. Upon acceptance by City of this Offer, Parcel 3 shall be used by the City as open space and/or as a public park.
6. **General Provisions.**

6.1 **Recitals.** The recitals stated at the beginning of this Offer of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions of the recitals, if any, shall be deemed a part of this Offer.

6.2 **Entire Agreement.** This Offer constitutes the entire agreement between the parties with respect to the Offer and may not be modified in any way except, with the prior approval of the City, by an instrument in writing signed by Grantor.

6.3 **Governing Law.** The provisions of this Offer shall be governed and construed in accordance with the laws of the State of California. The venue for any action or proceeding arising out of or relating to this Offer shall be Santa Barbara County, California.

6.4 **Incorporation of Exhibits.** The exhibits attached to this Offer are material to this Offer and are incorporated by this reference.

6.5 **Counterparts and Execution.** This Offer may be executed in two (2) or more counterparts, each of which shall be deemed to be an original Offer and all of which taken together shall constitute one (1) agreement, notwithstanding that all of the parties are not signatories to the original or to the same counterpart.

6.6 **Waiver.** No waiver by any party of any of the provisions shall be effective unless explicitly stated in writing and executed by the party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Offer, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Offer, and in any documents delivered or to be delivered pursuant to this Offer. The waiver by any party of a breach of any provision of this Offer shall not operate or be construed as a waiver of any subsequent breach. No waiver of any of the provisions of this Offer shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

6.7 **Authority.** The individuals executing this Offer represent and warrant that they have the authority to enter into this Offer and to perform all acts required by this Offer, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Offer.

6.8 **Acknowledgement.** This Offer is acknowledged by the City. This acknowledgment is not and shall not be construed as an acceptance of this Offer.
IN WITNESS WHEREOF, Grantor has executed this Offer on the day and year first hereinabove written.

ACKNOWLEDGED

CITY OF CARPINTERIA
Municipal Corporation

GRANTOR
Carpinteria Business Park Investors, LLC,
a California Limited Company

By: [Signature]
City Manager - Pro Tempore

APPROVED AS TO CONTENT:

By: [Signature]
Community Development Director

APPROVED AS TO FORM:
City Attorney

By: [Signature]
City Attorney

INSTRUCTIONS

A. This agreement will be recorded. Grantor signature(s) must be acknowledged by a notary. Inform the notary that the acknowledgment is for an instrument to be recorded. (California Civil Code § 1169, et seq.)

Attachments (Incorporated by Reference)
Exhibit A – Legal Description of Property
Exhibit B – Legal Description of Parcel 3
Exhibit C – Depiction of Parcel 3
STATE OF CALIFORNIA  
COUNTY OF  

On 7-16-10 before me, Sajane A. Diaz, a Notary Public, personally appeared before me, Sajane A. Diaz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature ____________________________

ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF  

On 7-16-10 before me, Sajane A. Diaz, a Notary Public, personally appeared before me, Sajane A. Diaz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature ____________________________
ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF Santa Barbara

On 4-15-09 before me, Michelle Velarde, a Notary Public, personally appeared before me, Kenneth P. Slaughter, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature: [Signature]

Seal: [Seal]

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF Santa Barbara

On 7-15-2010 before me, Jayne A. Diaz, a Notary Public, personally appeared before me, John A. Montgomery, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

Signature: [Signature]
Exhibit A

Legal Description

All that certain real property situated in the County of Santa Barbara, State of California, described as follows:

A portion of the Rancho El Rincon, in the County of Santa Barbara, State of California, described as follows:

Beginning at a 2 inch iron pipe in the East line of Lot 4, Tract "A" as shown on a map of the partition of the Martha C. Ballard Estate recorded in Book 7, Page 90 of Maps and Surveys, in the office of the County Recorder of said County, the same being the Southwest corner of the tract of land conveyed to E.H. Pierce and D.B. Turner, by deed recorded in Book I, Page 62 of Deeds, records of said County;

thence North 86°47' East, 1005.67 feet along the Southerly line of said land so conveyed to Pierce and Turner, to an old 2 inch iron pipe set at the Northwest corner of the land conveyed to Thomas L. McDougall, by deed recorded in Book 158, Page 343 of Deeds;

thence along the Westerly line of the tract of land so conveyed to McDougall South 10°55' West, 2790.80 feet to a 3/4 inch pipe set in the North line of the California State Highway;

thence along the North line of said State Highway, North 68°51' West, 608.21 feet to a 2 inch pipe set in the East line of Lot "B" as per Partition Map of the Martha C. Ballard Estate above referred to;

thence along the East line of said Lot "B" and the East line of Lot 4 of Tract "A" of said partition, North 2°08' East, 2466.37 feet to the point of beginning.

Except therefrom that portion conveyed to the State of California by deed recorded June 28, 1949 in Book 860, Page 433 Official Records.

Also excepting therefrom that portion conveyed to R. Herbert Ricketts and Catherine E. Ricketts, husband and wife, in deed recorded April 4, 1957 as Instrument No. 6558 in Book 1438, Page 607 of Official Records described as follows:

Beginning at a 2 inch iron pipe in the East line of Lot 4 Tract "A", as shown on a map of the partition of the Martha C. Ballard Estate recorded in Book 7, Page 90 of Maps and Surveys, in the office of the County Recorder of said County, being the Southwest corner of the tract of land described in deed to N.H. Pierce, et al., recorded in Book 1, Page 62 of Deeds, records of said County;

thence North 86°47' East, 1005.67 feet along the Southerly line of said Pierce, et al., Tract of land to an old 2 inch iron pipe set at the Southwest corner of the tract of land described in deed to Thomas L. McDougall, recorded in Book 158, Page 343 of Deeds, records of said County;

thence along the Westerly line of said McDougall Tract of land South 10°55' West, 1215.40 feet;
thence leaving said line North 60°22'50" West, 919.48 feet to a pipe set in the East line of Lot
"B", as per partition map of the Martha C. Ballard Estate above referred to;

thence along said last mentioned line North 2°08' East, 683.00 feet to the point of beginning.

Also excepting therefrom that portion thereof, described as follows:

Beginning at a point distant North 32°58'41" West, 224.25 feet from point 10-09 delineated on
the map filed in the State Highway Map Book, Pages 787 to 791, inclusive, records of said
County;

thence (1) South 87°03'29" East, 300.04 feet;

thence (2) South 69°20'58" East, 300.08 feet;

thence (3) South 72°57'57" East, 150.56 feet to a point distant North 31°26'29" East, 510.88 feet
from point 370-1 delineated on said map;

thence (4) South 21°59'14" West, 155.00 feet;

thence (5) North 68°00'46" West, 750 feet;

thence (6) North 21°59'14" East, 140.00 feet to the point of beginning.

Excepting therefrom its successors and assigns, all oil, oil rights, natural gas, natural gas rights
and other hydrocarbons, by whatsoever name known, that may be within or under the parcel of
land hereinabove described, without, however, the right over to drill, dig or mine through the
surface of said land therefor, or otherwise in such manner as to endanger the safety of any
highway that may be constructed on the lands hereby conveyed.
Exhibit B
Legal Description

Parcel 3 of Parcel Map No. 25,185, in the City of Carpinteria, County of Santa Barbara, State of California, as shown on the map filed in the office of the County Recorder of said County in Book 63, Pages 1 through 5, inclusive, of Parcel Maps, more particularly described as follows:

Commencing at a 3/4 inch iron pipe tagged "RE 7704" set at the northeast corner of the parcel described in the deed to Carpinteria Business Park Investors, LLC, recorded January 10, 2007 in the office of said County Recorder, as Instrument No. 2007-0001949 of Official Records; thence, along the easterly line of said parcel, South 11°10'40" West, 1,411.20 feet to the northerly line of the parcel described in the deed to the State of California recorded in the office of said County Recorder March 7, 1967 as Instrument No. 6191 in Book 2183, Page 409 of Official Records; thence, along said northerly line, North 73°31'31" West, 82.00 feet to an angle point therein; thence, continuing along said northerly line, North 69°54'32" West, 282.50 feet to the True Point of Beginning;

Thence, 1st, continuing along said northerly line, North 69°54'32" West, 17.60 feet to an angle point therein;

Thence, 2nd, continuing along said line, North 67°37'03" West, 173.41 feet;

Thence, 3rd, leaving said line, North 22°23'03" East, 7.70 feet to the beginning of a non tangent curve concave northeasterly, having a radius of 23.00 feet and a radial center which bears North 20°54'03" East;

Thence, 4th, northwesterly, along said curve, through a central angle of 89°37'43", an arc distance of 35.98 feet to the beginning of a reverse curve concave westerly having a radius of 127.00 feet;

Thence, 5th, northerly, along said curve, through a central angle of 18°19'54", an arc distance of 40.63 feet;

Thence, 6th, North 02°11'52" East, 6.42 feet to the beginning of a curve concave easterly having a radius of 73.00 feet;

Thence, 7th, northerly, along said curve, through a central angle of 17°24'57", an arc distance of 22.19 feet;

Thence, 8th, North 19°36'49" East, 92.80 feet to the beginning of a curve concave westerly having a radius of 239.00 feet;

Thence, 9th, northerly, along said curve, through a central angle of 12°18'20", an arc distance of 51.33 feet to the beginning of a reverse curve concave easterly having a radius of 123.00 feet;
Thence, 10th, northerly, along said curve, through a central angle of 29°56'10", an arc distance of 64.27 feet to the beginning of a reverse curve concave westerly having a radius of 177.00 feet;

Thence, 11th, northerly, along said curve, through a central angle of 47°26'44", an arc distance of 146.57 feet;

Thence, 12th, North 10°12'05" West, 28.53 feet to the beginning of a non tangent curve concave northwesterly, having a radius of 400.00 feet and a radial center which bears North 32°45'06" West;

Thence, 13th, northeasterly, along said curve, through a central angle of 03°30'58", an arc distance of 24.55 feet;

Thence, 14th, North 53°43'55" East, 42.17 feet to the beginning of a curve concave southeasterly having a radius of 275.00 feet;

Thence, 15th, northeasterly, along said curve, through a central angle of 14°08'31", an arc distance of 67.88 feet to the beginning of a reverse curve concave northwesterly having a radius of 100.00 feet;

Thence, 16th, northeasterly, along said curve, through a central angle of 15°02'55", an arc distance of 26.26 feet to the beginning of a compound curve concave northwesterly having a radius of 400.00 feet;

Thence, 17th, northeasterly, along said curve, through a central angle of 15°58'21", an arc distance of 111.51 feet;

Thence, 18th, South 10°57'24" West, 136.95 feet;

Thence, 19th, South 79°02'36" East, 17.29 feet;

Thence, 20th, South 12°33'53" West, 578.89 feet to the hereinabove referenced northerly line of said State of California parcel and the True Point of Beginning.

Containing 2.58 acres, more or less.

End of description

Prepared by:
Kenneth S. Hughes
PLS 6170
License expiration date: 3/31/12

June 17, 2010
EXHIBIT C
OFFER OF DEDICATION
TO THE CITY OF CARPINTERIA
A PORTION OF
APN 001-190-017
COUNTY OF SANTA BARBARA, CA
JUNE 14, 2010