



**TO:** Mayor and Councilmembers

**SUBMITTED BY:** JoAnne Plummer, Neighborhood Services Director

**SUBJECT:** Stow Grove Park Deed Modifications, Relocation of Water Line Easement, and Stow Grove Park Phase One Construction Bids

**RECOMMENDATION:**

- A. Adopt Resolution No. 26-\_\_ entitled, "A Resolution of the City Council of the City of Goleta, California, Approving and Authorizing the City Manager to Execute a Modification of Grant Deed and a Water Pipeline Easement to Effectuate the Relocation of a Water Pipeline Easement in Stow Grove Park", and authorize the City Clerk to Accept the Quitclaim of the Former Easement on Behalf of the City; and
  
- B. Authorize staff to advertise a notice inviting construction bids for Stow Grove Park Phase One.

**BACKGROUND:**

Stow Grove Park was developed when Edgar Stow first planted redwood trees for a beautiful, shaded picnic area to share with his family, friends and neighbors. This space has remained a public picnic ground since 1920. In January 1965, the Stow Company initially deeded an undivided 1/3 interest in the 11.1 acres now known as Stow Grove Park to the County of Santa Barbara. In November 1966, the Stow Company deeded its remaining undivided interest in the 11.1 acres now known as Stow Grove Park to the County of Santa Barbara. The City of Goleta received this property interest upon incorporation in 2002, (collectively, the "Deeds of Gift") The Stow Company included several deed restrictions and stipulations in the conveyance of the property to the County which dictate how the property is used. These are summarized as follows:

- 1. That the property be used solely and exclusively for the benefit of the public as and for a public park which shall be named and known as Stow Grove, for the recreation and pleasure of the public;
  
- 2. Use of the park shall not be permitted between the hours of 12 midnight and 6:00 A.M.;

3. The sale of food, drinks, novelties or any other goods or merchandise shall not be permitted upon the property except that single permits may be issued to non-profit organizations; and
4. No buildings other than small park maintenance buildings and caretaker's cottage shall be erected, placed or maintained upon the property.

### ***Deed Modification***

In 2002, when the City of Goleta incorporated, Stow Grove Park had already been further developed under the County of Santa Barbara management and had buildings in some tension with the restriction number four (4) in the Deeds of Gift. As the Stow Grove Park Master Plan was in development, the need for a second restroom facility in the southern section of the park was identified but was delayed due to this restriction. The Stow family was willing to modify the Deeds of Gift to eliminate restriction number four (4), allowing for the project to move forward and the City of Goleta to manage the park in a balanced manner that meets the needs of the public while maintaining the rich history and environmental culture the park has to offer.

### ***Easement Details***

The deed conveyances also established an easement for the benefit of the Stow Company for the location of a waterline that reserved the right to *“enter upon, survey, excavate for, construct, reconstruct, install, lay, re-lay, replace, maintain, operate, increase the size of, and remove a water pipe line or lines, together with all fixtures, devices and appurtenances used or useful in the operation of said pipe line or lines, and to remove objects interfering therewith, at any and all points within, through, over, and across those strips of land, being portions of the property herein conveyed, ten (10) feet in width and lying five (5) feet on each side of the center lines.”*

### **DISCUSSION:**

The existing easement accommodates an operational waterline serving Stow Company, LLC, located across from Stow Grove Park on the north side of Cathedral Oaks Road. The new proposed easement area is described in Exhibit A-1 and depicted in Exhibit B-1 of Attachment 1, Exhibit B, Water Pipeline Easement.

This area is currently improved with mature trees and is planned to be enhanced with passive recreation and open space features consistent with the Stow Grove Park Master Plan. The new proposed easement will be located away from the trunks of the mature trees in the area of a proposed decomposed granite pathways and turf areas.

The new proposed easement area will remain part of Stow Grove Park and will be developed in accordance with the adopted Park Master Plan. The new easement and associated waterline will be constructed prior to implementation of Phase One of the Master Plan improvements to ensure continued utility service without interruption.

On Monday, March 9, 2026, the Planning Commission reviewed the requested relocation of the easement and determined that the proposed actions are consistent with the City of Goleta General Plan. Based on this determination, staff recommends that Council authorize the City Manager to grant a new easement to the Stow Company, LLC for use as a waterline, and authorize the City Clerk to accept the quitclaim of the former easement following completion of construction of the waterline by Stow Company, LLC, if the abandonment is completed to the satisfaction of the City, in its sole discretion. The former easement may alternatively continue to be held by Stow Company, LLC, with no change in Stow Company's ownership, maintenance, and liability obligations over the former easement area, should Stow Company, LLC, determine it does not desire to quitclaim unused portions of the former easement.

Planning for Phase One of the Stow Grove Park Master Plan is ongoing and nearing completion. In the coming weeks, the project team will finalize contracts for the purchase of the universal playground and the fully accessible family restroom facility. These items must be procured in advance of the construction bidding process due to extended production lead times and to help reduce overall project costs.

Pursuant to Section 3.05.210(A) of the Goleta Municipal Code, City Council authorization is required prior to the publication of a Notice Inviting Bids for Phase One of the Stow Grove Park Master Plan. To improve efficiency and avoid unnecessary delays, the Neighborhood Services Department is requesting authorization to advertise bids earlier in the project lifecycle, prior to completion of final bid documents. This approach aligns with current delivery practices for complex capital projects and allows staff to advance the project toward construction while design refinements and internal reviews continue. Final plans and specifications will be presented to the City Council for adoption after the bidding process, once all documents are complete and any required revisions have been incorporated.

This action authorizes bid advertisement only. It does not approve a construction contract or commit the City to construction expenditures at this time. Due to design delays and the tight timelines associated with the project's grant deadline, the project team is taking all reasonable steps to streamline the schedule and reduce time constraints throughout the remaining phases of project delivery.

**GOLETA STRATEGIC PLAN:**

**City-Wide Initiative:** 2. Support Community Vitality and Enhanced Recreational Opportunities

**Strategic Goal:** 2.2 Support programs that enhance quality of life in the Goleta community such as recreation, public safety, human services, and cultural arts

**FISCAL IMPACTS:**

The actions associated with the deed modifications and the relocation of the water pipeline easement do not result in any fiscal impacts to the City. Areas of the park affected

by construction of the new waterline will be restored to their current condition by Stow Company, LLC, except where improvements are included as part of the Phase One project scope. All maintenance responsibilities for the waterline remain with the Stow Company, LLC.

Project-related costs associated with construction of the Stow Grove Park Phase One Project will be presented to Council when future project actions are brought forward for consideration. The Stow Grove Park Phase One project is supported by a \$750,000 grant from the California Department of Parks and Recreation with a grant performance period ending June 30, 2027.

**ALTERNATIVES:**

Should Council decide not to approve the recommendations outlined in the staff report, Phase One of the Stow Grove Park Master Plan would require additional negotiations with Stow Company, LLC, potentially delaying project completion timelines. In addition, continued maintenance of the aging waterline is likely to result in unintentional damage to the root systems of mature trees because of the pipe's condition and location.

**LEGAL REVIEW BY:** Isaac Rosen, City Attorney

**APPROVED BY:** Robert Nisbet, City Manager

**ATTACHMENTS:**

1. Resolution No. 26-\_\_ entitled "A Resolution of the City Council of the City of Goleta, California, Approving and Authorizing the City Manager to Execute a Modification of Grant Deed and a Water Pipeline Easement to Effectuate the Relocation of a Water Pipeline Easement in Stow Grove Park"
  - A. Exhibit A – Modification of Grant Deed
  - B. Exhibit B – Water Pipeline Easement
  - C. Exhibit C – Quitclaim Deed

## **ATTACHMENT 1**

Resolution No. 26-\_\_ entitled “A Resolution of the City Council of the City of Goleta, California, Approving and Authorizing the City Manager to Execute a Modification of Grant Deed and a Water Pipeline Easement to Effectuate the Relocation of a Water Pipeline Easement in Stow Grove Park”

**RESOLUTION NO. 26-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MODIFICATION OF GRANT DEED AND A WATER PIPELINE EASEMENT TO EFFECTUATE THE RELOCATION OF A WATER PIPELINE EASEMENT IN STOW GROVE PARK**

**WHEREAS**, Stow Company, a general partnership, donated land to the County of Santa Barbara for public park purposes pursuant to Deeds of Gift recorded on March 4, 1965, as Instrument No. 7833 in Book 2094, Page 383 et seq., and on February 9, 1967, as Instrument No. 3684 in Book 2180, Page 1154 et seq., in the Official Records of the County of Santa Barbara (collectively, the “Deeds”); and

**WHEREAS**, the Deeds reserved to Stow Company a water pipeline easement across what is now known as Stow Grove Park for the operation and maintenance of a water pipeline serving adjacent property (the “Record Easement”); and

**WHEREAS**, upon incorporation of the City of Goleta in 2002, the County of Santa Barbara conveyed Stow Grove Park (Assessor Parcel Number 077-160-009) to the City pursuant to Instrument No. 2002-0060029 recorded June 20, 2002, in the Official Records of the County of Santa Barbara; and

**WHEREAS**, effective August 1, 2018, Stow Company converted to Stow Company, LLC, a California limited liability company, as reflected in Articles of Conversion recorded August 29, 2019, as Instrument No. 2019-0035691 in the Official Records of the County of Santa Barbara; and

**WHEREAS**, the existing steel water pipeline located within the Record Easement is more than fifty years old, and its continued maintenance and replacement within its existing alignment poses potential impacts to mature trees and park improvements in Stow Grove Park; and

**WHEREAS**, the City and Stow Company, LLC have agreed to relocate the pipeline to a new location within Stow Grove Park (the “Proposed Easement”) to minimize impacts to park resources and facilitate orderly park improvements; and

**WHEREAS**, in 2023, the City and Stow Company, LLC entered into a Memorandum of Understanding Regarding Amendment of Easements and Restrictions establishing the framework for (i) relocating the pipeline easement, (ii) quitclaiming the Record Easement following installation of the replacement pipeline, and (iii) amending certain restrictions contained in the Deeds; and

**WHEREAS**, the relocation of the pipeline requires the City to grant to Stow Company, LLC a new Water Pipeline Easement within Stow Grove Park in substantially

the form presented to the City Council, including the legal description and depiction of the Proposed Easement; and

**WHEREAS**, upon installation and activation of the replacement pipeline within the Proposed Easement, Stow Company, LLC will execute and deliver to the City a Quitclaim Deed relinquishing all rights in the Record Easement; and

**WHEREAS**, as part of the overall consideration for the easement relocation, the Parties desire to execute a Modification of Grant Deed terminating the Fourth Express Condition contained in the Deeds, which limits the types of structures permitted within Stow Grove Park; and

**WHEREAS**, the City Council finds that approval of the Modification of Grant Deed, grant of the Proposed Easement, acceptance of the Quitclaim Deed, and authorization of related documents are in the best interests of the City and will facilitate park improvements while protecting public park resources; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLETA, AS FOLLOWS:**

**SECTION 1.**

The foregoing recitals are true and correct and incorporated herein by reference.

**SECTION 2.**

The City Council approves and the City Manager, or designee, is authorized to execute the Modification of Grant Deed, attached hereto as Exhibit "A", and the Water Pipeline Easement, attached hereto as Exhibit "B", each subject to minor clerical, technical, or non-substantive revisions, as approved by the City Manager in consultation with the City Attorney's Office. The City Manager or designee is further authorized to take such incidental actions necessary to effectuate the relocation of the water pipeline easement.

**SECTION 3.**

The City Clerk is authorized to accept the Quitclaim Deed, attached hereto as Exhibit "C", from Stow Company, LLC relinquishing its interest in portions of the Record Easement upon completion and activation of the relocated pipeline, if the abandonment of said portions of the Record Easement is completed to the satisfaction of the City Manager, or designee, in his or her sole discretion; and

**SECTION 4.**

This is not a project subject to the California Environmental Quality Act (CEQA) because it is not a project as an organizational or administrative activity of government that will not result in a direct or indirect physical change in the

environment (CEQA Guidelines §15378(b)(5)). This action is categorically exempt as minor alternation of an existing facility within an existing public park, with negligible or no expansion of existing use (CEQA Guidelines § 15301), and alternatively, it can be seen with certainty that there is no possibility that the proposed action may have a significant effect on the environment because it does not alter existing land uses, expand facilities, or introduce new environmental impacts, and none of the exceptions to the categorical exemptions set forth in CEQA Guidelines § 15300.2 apply.

**SECTION 5.**

The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

**PASSED, APPROVED AND ADOPTED** this 17<sup>th</sup> day of March 2026.

\_\_\_\_\_  
PAULA PEROTTE  
MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
DEBORAH S. LOPEZ  
CITY CLERK

\_\_\_\_\_  
ISAAC ROSEN  
CITY ATTORNEY

STATE OF CALIFORNIA            )  
COUNTY OF SANTA BARBARA )       ss.  
CITY OF GOLETA                )

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, DO HEREBY CERTIFY that the foregoing Resolution No. 26-\_\_ was duly adopted by the City Council of the City of Goleta at a regular meeting held on the 17<sup>th</sup> day of March, 2026 by the following roll-call vote of the City Council:

AYES:

NOES:

ABSENT:

(SEAL)

\_\_\_\_\_  
DEBORAH S. LOPEZ  
CITY CLERK

**EXHIBIT A  
MODIFICATION OF GRANT DEED**

RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:

City of Goleta  
City Clerk  
130 Cremona Dr # B  
Goleta, CA 93117

A Portion of APN: 077-160-009

The undersigned declares that the documentary transfer tax is \$0.00 since this is a conveyance of an easement and the consideration is less than \$100.00 "Exempt from the fee per GC 27388.1 (a)(1) payment of recording fees expressly exempted by law."

### **MODIFICATION OF GRANT DEED TERMINATING CONDITION**

THIS MODIFICATION is made as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between CITY OF GOLETA, a municipal corporation ("CITY"), and STOW COMPANY, LLC, a California limited liability company ("STOW"), (with STOW and the CITY sometimes each being referred to as a "Party" and collectively, as "Parties"), with reference to the following:

WHEREAS, STOW's predecessors in title, Stow Company, a general partnership, donated to the County of Santa Barbara land for a public park (currently referred to as "Stow Grove Park") and retained a water pipeline easement to service the partnership's remaining lands, under Deeds of Gift ("the DEEDS") recorded on March 4, 1965, as Instrument No. 7833 at Book 2094, Page 383 et seq., in the Official Records of the County of Recorder for the County of Santa Barbara, State of California, and recorded on February 9, 1967, as Instrument No. 3684 at Book 2180, Page 1154 et seq., in the Official Records of the County of Recorder for the County of Santa Barbara, State of California, and shown in Exhibit A-1, attached hereto;

WHEREAS, in 2002 the CITY was incorporated as a city within Santa Barbara County, and in connection therewith the County of Santa Barbara conveyed to the CITY certain public lands and facilities, included within which was Stow Park (identified as Assessor Parcel Number 077-160-009 (hereinafter "Stow Park")), as described in the instrument recorded on June 20, 2002, as Instrument No. 2002-0060029 in the Official Records of the County of Recorder for the County of Santa Barbara, State of California;

WHEREAS, effective August 1, 2018, Stow Company, the general partnership, converted to a limited liability company, entitled STOW COMPANY, LLC, as reflected of record by the Articles of Conversion recorded on August 29, 2019, as Instrument No. 2019-0035691, in the Official Records of the County of Recorder for the County of Santa Barbara, State of California;

WHEREAS, the fourth express condition subsequent of the DEEDS (the “Restriction, 4th Express Condition”) reads, “No buildings other than small park maintenance buildings and caretaker’s cottage shall be erected, placed or maintained upon said property.”

WHEREAS, CITY and STOW now desire by this Modification to delete and terminate the Restriction, 4th Express Condition in the DEEDS.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, CITY and STOW hereby agree as follows:

**Agreement**

**1. Modification.**

The Restriction, 4th Express Condition of the DEEDS is deleted and terminated.

**2. Runs with the Land.**

The parties’ rights and obligations contained herein shall run with the land and shall be binding upon STOW and its successors and assigns. Those rights and obligations shall inure to the benefit of the CITY, as well as its successors and assigns.

**3. Authority.**

Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind the party for whom he or she is signing.. No consent, waiver, approval, or authorization is required from any person or entity in connection with the execution and delivery of this Agreement or the modification to the DEEDS contemplated herein.

**4. Effect.**

Except as specifically modified to remove the Restriction, 4th Express Condition of the DEEDS, the DEEDS shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the date and year first hereinabove set forth.

**CITY OF GOLETA**

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Nisbet, City Manager

*Approved as to form and content:*

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

\_\_\_\_\_  
City Attorney, Isaac Rosen

**STOW COMPANY, LLC**

By: \_\_\_\_\_  
Richard Z. Rissel, Managing Partner

Date: \_\_\_\_\_

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, 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: \_\_\_\_\_ (Seal)

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, 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: \_\_\_\_\_ (Seal)

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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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: \_\_\_\_\_ (Seal)

**Exhibit “A-1”**

DEEDS  
(for reference purposes)

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DEED OF GIFT

STOW COMPANY, a California co-partnership, DOES HEREBY GRANT to the COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, a body politic, by gift and without consideration from the Grantee, subject to the express conditions subsequent hereinafter provided, an undivided one-third (1/3) interest in and to that certain real property situated in the County of Santa Barbara, State of California, more particularly described as follows:

That certain real property being a portion of Rancho Los Dos Pueblos in the County of Santa Barbara, State of California and being more particularly described as follows:

Beginning at a 1/2 inch survey pipe set at the most southeasterly corner of a 10-acre gross parcel as shown on a map filed in Book 65, Page 82, Records of Surveys, records of said County.

Thence 1st, S. 6°03'53" E. 5.86 feet to a 1/2 inch survey pipe set at the beginning of a tangent curve, concave to the east, with a delta of 31°08'31" and a radius of 300 feet.

Thence 2nd, Southeasterly along the arc of said curve 163.06 feet to a 1/2 inch survey pipe set at the end of said curve.

Thence 3rd, S. 37°12'24" E. 252.85 feet to a 1/2 inch survey pipe set in the northerly line of La Patera Lane as shown on a map of Tract 10,225 filed in Book 59, Pages 1 through 7, of Maps, records of said County, from which a 1/2 inch survey pipe set at the most northwesterly corner of La Patera Lane bears S. 61°52'28" W. 2.99 feet.

Thence 4th, along the northerly line of La Patera Lane as shown on said map N. 61°52'28" E. 39.01 feet to a 1/2 inch survey pipe at the beginning of a curve concave to the northeast with a delta of 93°44'22" and a radius of 15.00 feet, the radial center of which bears N. 61°52'28" E.

Thence 5th, Southeasterly along the arc of said curve 24.54 feet to a pipe set at the beginning of a curve concave to the south with a delta of  $1^{\circ}37'21''$  and a radius of 720.00 feet, the radial center of which bears S.  $31^{\circ}15'45''$  E.

Thence 6th, along the arc of said curve 20.39 feet to a 1/2 inch survey pipe set at the beginning of a curve concave to the east with a delta of  $49^{\circ}48'30''$  and a radius of 1000.00 feet, the radial center of which bears N.  $60^{\circ}47'17''$  E.

Thence 7th, Northerly along the westerly boundary of Tract 10,225 and the arc of said curve 869.32 feet to a 1/2 inch survey pipe.

Thence 8th, Continuing along the westerly boundary of Tract 10,225 N.  $20^{\circ}35'16''$  E. 96.40 feet to a 1/2 inch survey pipe set at the beginning of a curve concave to the east with a delta of  $19^{\circ}18'29''$  and a radius of 1940.00 feet, the radial center of which bears N.  $69^{\circ}28'07''$  W.

Thence 9th, Continuing northerly along the westerly boundary of Tract 10,225 and the arc of said curve 653.76 feet to a 1/2 inch survey pipe.

Thence 10th, Continuing along the westerly boundary of Tract 10,225 N.  $1^{\circ}15'16''$  E. 281.62 feet to a 1/2 inch survey pipe from which the most northwesterly corner of Tract 10,225 as shown on a map filed in Book 59, Pages 1 through 7 of Maps, records of said County, bears S.  $1^{\circ}15'16''$  W. 2.00 feet.

Thence 11th, N.  $87^{\circ}25'09''$  W. 143.13 feet to a 1/2 inch pipe set at the beginning of a tangent curve concave to the south with a delta of  $24^{\circ}21'31''$  and a radius of 849.76 feet.

Thence 12th, Westerly along the arc of said curve 361.27 feet to a 1/2 inch survey pipe.

Thence 13th, S.  $21^{\circ}46'40''$  E. 73.00 feet to the beginning of a tangent curve with a delta of  $39^{\circ}11'15''$  and a radius of 497.87 feet.

Thence 14th, Southerly along the arc of said curve 340.52 feet to a 1/2 inch pipe set at a point of reverse curve (a tangent at said point bearing N.  $17^{\circ}24'35''$  E.).

Thence 15th, Southerly along the arc of said reverse curve 103.96 feet, said reverse curve having a delta of  $23^{\circ}28'28''$  and a radius of 500.35 feet.

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Thence 16th, S.  $6^{\circ}03'53''$  E. 864.42 feet to the point of beginning.

The above described tract is shown on a map filed in Book 66, Page 38 of Record of Surveys, records of said County.

RESERVING the right, privilege and easement to enter upon, survey, excavate for, construct, reconstruct, install, lay, re-lay, replace, maintain, operate, increase the size of, and remove a water pipe line or lines, together with all fixtures, devices and appurtenances used or useful in the operation of said pipe line or lines, and to remove objects interfering therewith, at any and all points within, through, over, and across those strips of land, being portions of the property herein conveyed, ten (10) feet in width and lying five (5) feet on each side of the center lines described as follows as PARCELS I and II, to wit:

PARCEL I

Beginning at a point in the eleventh (11th) course of the tract of land hereinabove described, from which the southeasterly terminus of said course bears S.  $87^{\circ}25'09''$  E. 76.72 feet.

Thence, S.  $15^{\circ}26'53''$  E. 156.03 feet.

Thence, S.  $3^{\circ}58'43''$  W. 591.66 feet.

Thence, S.  $44^{\circ}38'50''$  W. 15.32 feet to a point to be known as Point A.

Thence, S.  $8^{\circ}10'34''$  W. 50.82 feet.

Thence, S.  $16^{\circ}53'06''$  W. 68.50 feet to a point which is five feet westerly, measured at right angles, from the ninth course of the tract of land hereinabove described, said point being the beginning of a curve to the right having a delta of  $1^{\circ}43'31''$  and a radius of 1935.00 feet, the radial center of which bears N.  $71^{\circ}11'38''$  W.

Thence, Southerly along the arc of said curve, 58.27 feet to the end thereof.

Thence, S.  $20^{\circ}35'16''$  W. parallel with the easterly line of the tract hereinabove described, 96.40 feet to the beginning of a curve to the left, said curve having a radius of 1005 feet.

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Thence, Southerly, parallel with the easterly line of the tract hereinabove described, along the arc of said curve, 873 feet, more or less, to the intersection of said curve with the sixth course of the tract of land hereinabove described.

PARCEL II

Beginning at Point A of Parcel I hereinabove described.

Thence, N.  $86^{\circ}43'02''$  W. 189.69 feet.

Thence, S.  $85^{\circ}03'05''$  W. 191.09 feet to a point in the sixteenth course of the tract of land hereinabove described, from which the northerly terminus of said course bears N.  $6^{\circ}03'53''$  W. 96.80 feet.

This conveyance is made and accepted upon the following express conditions subsequent:

1. The property hereby conveyed shall be used solely and exclusively for the benefit of the public as and for a public park which shall be named and known as Stow Grove, for the recreation and pleasure of the public;

2. The use of said park by the public or any portion thereof shall not be permitted between the hours of 12 midnight and 6 A. M.;

3. The sale of food, drinks, novelties or any other goods or merchandise whatsoever shall not be permitted upon said property excepting that single permits not to exceed eighteen (18) hours each may be issued to non-profit organizations on the basis of only one such permit to any one such organization during any six (6) months period. Temporary sales stands may be erected during the period of a permit provided that they shall promptly be removed at the end of such permit period.

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4. No buildings other than small park maintenance buildings and caretaker's cottage shall be erected, placed or maintained upon said property.

A breach of any of the foregoing conditions shall cause the property herein conveyed to revert to the Grantor, its successors or assigns, who shall have the right of immediate re-entry upon said property in the event of any such breach.

DATED: January 21, 1965.

STOW COMPANY, a California  
co-partnership,

By Margaret Bruce

By Maria K. Laland

By John Alexander

By Peggy Stiquell

By Sanett Dow Jones

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DISTRICT OF COLUMBIA

On this 21<sup>st</sup> day of January, in the year one thousand nine hundred and sixty-five, before me, J. Preston Wainwright, a Notary Public in and for the said District of Columbia, personally appeared MARGARET S. BRUCE known to me to be the person whose name is subscribed to the within instrument, and she acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said District of Columbia the day and year in this certificate first above written.

My Commission expires:

February 14, 1969

J. Preston Wainwright

Notary Public in and for the District of Columbia

STATE OF VIRGINIA )  
COUNTY OF ARLINGTON ) ss

On this 27<sup>th</sup> day of December, in the year one thousand nine hundred and sixty-five, before me, Katherine E. Fisher, a Notary Public in and for the said County of Arlington, personally appeared MARIA K. BALAND known to me to be the person whose name is subscribed to the within instrument, and she acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said County of Arlington, the day and year in this certificate first above written.

My Commission expires:

5-1-65

Katherine E. Fisher

Notary Public in and for the County of Arlington, State of Virginia.

STATE OF OREGON )  
COUNTY OF MULTNOMAH ) ss

On this 25 day of January, in the year one thousand nine hundred and sixty-five, before me, Will Alexander, a Notary Public in and for the said County of Multnomah, personally appeared TAYLOR ALEXANDER known to me to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said County of Multnomah the day and year in this certificate first above written.

My Commission expires:

Dec. 11, 1967

Will Alexander

Notary Public in and for the said County of Multnomah, State of Oregon.



7833

STATE OF CALIFORNIA )  
CITY AND COUNTY OF SAN FRANCISCO ) ss

On this 28th day of January, in the year one thousand nine hundred and sixty-five before me, Eleanor F. Gettman, a Notary Public in and for the said City and County of San Francisco, personally appeared PEGGY SELIGMAN known to me to be the person whose name is subscribed to the within instrument, and she acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said City and County of San Francisco the day and year in this certificate first above written.

*Eleanor F. Gettman*

Eleanor F. Gettman  
Notary Public in and for the said  
City and County of San Francisco,  
State of California.

My Commission expires:  
March 19, 1966

STATE OF CALIFORNIA )  
COUNTY OF SANTA BARBARA ) ss

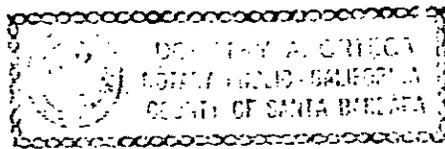
On this 29 day of January, in the year one thousand nine hundred and sixty-five before me, Dorothy A. Ortega, a Notary Public in and for the said County of Santa Barbara, personally appeared GARRETT VAN HORNE known to me to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said County of Santa Barbara the day and year in this certificate first above written.

*Dorothy A. Ortega*

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

My Commission expires:  
My Commission Expires November 2, 1965



7833

BOOK 2094 PAGE 390

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

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed ~~XXXXXX~~  
dated January 21, 1965, from Stow Company, a  
California co-partnership

to the County of Santa Barbara, State of California, a political corporation and/or governmental agency, is  
hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on March 1,  
1965, and the grantee consents to recordation by its duly authorized officer.

WITNESS and the seal of said Board this  
1st of March, A.D. 1965  
J. E. LEWIS, Clerk,  
By *[Signature]* Deputy Clerk.

CL-88

7833

RECORDED AT REQUEST OF  
COUNTY CLERK

BOOK 2094 PAGE 383

MAR 4 9 57 AM '65

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

NO FEE

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

**EXHIBIT B  
WATER PIPELINE EASEMENT**

RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:

City of Goleta  
City Clerk  
130 Cremona Dr # B  
Goleta, CA 93117

A Portion of APN: 077-160-009

The undersigned declares that the documentary transfer tax is \$0.00 since this is a conveyance of an easement and the consideration is less than \$100.00 "Exempt from the fee per GC 27388.1 (a)(1) payment of recording fees expressly exempted by law."

### WATER PIPELINE EASEMENT

**FOR A VALUABLE CONSIDERATION**, the receipt of which is hereby acknowledged, Owner: **CITY OF GOLETA, a California municipal corporation** (hereinafter called "**Grantor**"), hereby grants to the STOW COMPANY, a California limited liability company, (hereinafter called "**Grantee**"), a non-exclusive perpetual right, privilege, and easement to enter upon, survey, excavate for construct, reconstruct, install, lay, re-lay, replace, maintain, operate, increase the size of, and remove a water pipe line or lines, together with all fixtures, devices and appurtenances used or useful in the operation of said pipeline or lines, and to remove objects interfering therewith, at any and all points within, through, over, and across those strips of land, being portions of property herein conveyed, (the "**Pipeline**") for the transportation of water, over, under and through an easement area ten (10) feet in width and lying five (5) feet on each side of the center line located on property owned by Grantor in the City of Goleta, County of Santa Barbara, State of California (the "**Easement**"), described on Exhibit "A-1" attached hereto and incorporated herein by reference, and depicted on Exhibit "B-1" attached hereto and incorporated herein by reference (the "**Easement Area**"). The Easement refers to a permanent easement for Pipeline improvements and the right to enter upon and pass over, under, and across the Easement Area together with the right to forever construct, maintain, improve, alter, relocate, inspect, occupy, and use for the construction, reconstruction, installation, replacement, removal, repair, operation, and maintenance of the Pipeline; in doing so, however, Grantee shall not unreasonably interfere with access to and from Grantor's property or unreasonably interfere with Grantor's business operations while utilizing the Easement.

Concurrently herewith, Grantor shall convey to Grantee a Temporary Construction Easement ("**Temporary Construction Easement**") for construction and installation of the Pipeline. In the event of a conflict between the terms of this Easement and the Temporary Construction Easement, the terms of this Easement shall control.

This Easement shall be subject to the following terms and conditions:

1. Use. Subject to the terms and conditions contained herein, this Easement shall include, without limitation, the right and privilege of Grantee and its employees, agents, representatives, contractors, and subcontractors to: (i) perform all activities as may be reasonably necessary to facilitate the purposes of the Easement; (ii) use, control and occupy the Easement Area; (iii) have reasonable access to, ingress to, and egress from the Easement Area; (iv) use and temporarily place and operate tools, equipment, machinery, and materials on the Easement Area; and (v) trim, cut or clear away any trees, brush, or other vegetation or flora, including the roots thereof, located within the

Easement Area. All of the foregoing shall be at the sole discretion and at the sole cost of Grantee. The Pipeline shall be used solely for the transportation of water, and no other materials, including without limitation petroleum products, hazardous materials, recycled water, wastewater, or effluent will be transported in the Pipeline or any replacements thereof. Subject to Grantee's rights hereunder, Grantee shall not substantially interfere with Grantor's business operations while utilizing this Easement.

2. Reservation. Grantor reserves the right to use the Easement Area for any and all purposes that will not interfere with Grantee's use of the Easement and operation of the Improvements, including, but not limited to, use of the surface of the Property for right-of-way or park purposes. No structures shall be placed on or over the Easement that interferes with or impedes access to the use, repair, replacement, or maintenance of the Improvements in the Easement. Provided there is no interference with the Grantee's use as described herein and subject to all applicable terms and conditions herein, Grantor may use or grant additional easements to other property owners for uses including, but not limited to, ingress and egress.
3. Consideration. The total compensation payable by Grantee to Grantor as consideration for this Easement and the Temporary Construction Easement (the "**Easement Consideration**") shall be the termination of the fourth condition subsequent (the "**Fourth Condition**") in the 1965, 1967 Deeds of Gift, recorded on March 4, 1965, as Instrument No. 7833 in Book 2094, Page 383, et seq., and recorded on February 9, 1967, as Instrument No. 3684 in Book 2180, Page 1154, et seq. in the official records of the County Clerk of the County of Santa Barbara, California, incorporated by reference herein. Grantor acknowledges the Easement Consideration shall constitute full payment of compensation, arising from or relating to the Easement and the Temporary Construction Easement. The termination of the Fourth Condition will be effected by separate instrument.
4. Acknowledgment of Prior Rights. This Easement is subject to (i) all existing covenants, conditions, restrictions, reservations, easements, servitudes, and rights of way, whether of record or not, and (ii) all existing structures, fencing, canals, irrigation ditches, laterals, pipelines, roads, lanes, highways, railroads, electrical transmission pipelines, telephone and telegraph lines and to all future uses which do not directly interfere with the exercise of the rights of Grantee herein. Grantor reserves the right to use any surface or subsurface areas, provided such use does not substantially interfere with Grantee's use of the Easement.
5. Grantee Maintenance Obligations. Grantee shall maintain the Pipeline, at Grantee's sole cost and expense. Upon the completion of any maintenance, or other uses of the Pipeline, as provided for by this Easement, Grantee shall substantially restore the surface of the Easement Area to the condition it was in prior to such maintenance, including, without limitation, any agricultural crops, sod, landscaping, paving or other improvements that existed in the Easement Area prior to such maintenance. Grantee shall bury such pipeline laid by it so that the top of the pipe shall be at least 36 inches below the surface of the ground at all points. All trenches and other excavations made by the Grantee upon the premises at any time shall be backfilled as soon as practicable and the surface of the ground restored to a contour and condition reasonably satisfactory to Grantor. Grantee shall upon request, furnish Grantor with a map showing the location of its pipeline and all appurtenant valves, fittings or other equipment.
6. Grantee Indemnification. Grantee shall defend, indemnify and hold harmless Grantor and Grantor's parents, subsidiaries and affiliates, and their respective directors, officers, shareholders, partners, members, managers, employees, agents, trustees, attorneys, representatives, affiliates, predecessors in interest, successors and assigns, from and against all claims, liabilities, costs and expenses, including reasonable attorneys' fees, incident to or arising directly or indirectly out of (i)

the active negligence of Grantee, its contractors and invitees, and their employees and agents in the exercise of (or failure to exercise) the rights granted hereunder (including, without limitation, personal injury or death and property damage), or (ii) the Grantee's breach of any term or condition of this Easement. Grantee's obligations provided in this section shall survive the termination of this Easement.

7. Insurance. At all times during the term of this Easement, Grantee, at its sole cost and expense, shall procure and maintain in effect a commercial general liability insurance policy with a financially responsible insurance company, covering (i) the activities of Grantee, its agents, contractors, servants, invitees or employees on or about the Easement Area and (ii) the indemnity obligations of Grantee set forth in this Agreement. Grantee shall deliver to Grantor a certificate of insurance for the commercial general liability insurance policy within ten (10) days after the recordation of this Easement in the official records of Santa Barbara County. Such insurance policy shall have a per occurrence limit of at least One Million and No/100 Dollars (\$1,000,000.00) and an aggregate limit of at least Two Million and No/100 Dollars (\$2,000,000.00), shall be primary and non-contributing with any insurance obtained by Grantee, its agents, contractors, servants, invitees or employees and shall contain a full waiver of subrogation clause.
8. Compliance with Laws. Grantee shall cause the Pipeline to be engineered, constructed, maintained and repaired, in compliance with all applicable federal, state, and local laws, orders, rules, regulations, and directions of any governmental authority having jurisdiction whether now or in the future, including, but not limited to, all applicable environmental laws and all laws regulating the handling, manufacturing, treatment, storage, disposal, discharge, use or transportation of toxic or hazardous substances, materials or wastes or any wastes regulated under any federal, state or local law, rule or regulation. If Grantee or any of its contractors, invitees or other agents shall cause any release of any hazardous substances on, in or above the Grantor's property or the Easement Area, or otherwise violate any applicable environmental law, Grantee, at its sole cost and expense, shall promptly remediate such release to the satisfaction of Grantor and any governmental body having jurisdiction. If Grantee fails to do the foregoing, Grantor may do such work at the cost and expense of Grantee. Grantee's obligations provided in this section regarding the obligation to remediate the release of any hazardous substances shall survive the termination of this Easement.
9. No Mechanics' Liens. Grantee shall not permit or allow any mechanic's lien, materialmen's lien or other similar lien to attach to or be enforced against any portion of Grantor's property (including without limitation the Easement Area), except only such liens as may secure the payment of costs incurred but not yet due or delinquent.
10. Benefits and Burdens. Subject to Section 11 below, this Easement is for the benefit of Grantee, and Grantee's successors and assigns to have and to hold forever, subject to the terms and conditions contained herein. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and shall inure to the respective heirs, successors, assigns, and tenants of Grantor and Grantee.
11. Attorneys' Fees. In the event of any controversy, claim, or dispute between the parties arising out of or relating to this Easement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees, and costs.
12. Counterparts. This Easement may be signed in multiple counterparts, each of which shall be considered an original, but all of which, taken together, shall constitute one in the same instrument.
13. Acceptance of Easement Area. Grantee hereby acknowledges: (a) that Grantee has made such

investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to Grantee's objects of this Agreement, and (b) that neither Grantor, nor any of Grantor's agents, has made any oral or written representations or warranties with respect to the said matters other than as set forth in this Agreement. Grantee agrees that any excavation within the Easement Area undertaken by Grantee or their agents shall be conducted with appropriate caution, investigation and at Grantee's sole risk, cost and expense. Grantor makes no representation or warranty as to constituents of the location, existence or non-existence of subterranean items within the Easement Area.

14. Notices. Any notice or demand required or permitted under this Agreement shall be deemed duly given if personally delivered (as of the time of delivery) or 72 hours after being deposited in the United States mail, with postage prepaid and addressed as enumerated on the signature page to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this instrument as of this \_\_\_\_ day of \_\_\_\_\_, 2026.

GRANTOR:

GRANTEE:

**CITY OF GOLETA ,**

**STOW COMPANY**

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

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

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

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

Its: \_\_\_\_\_

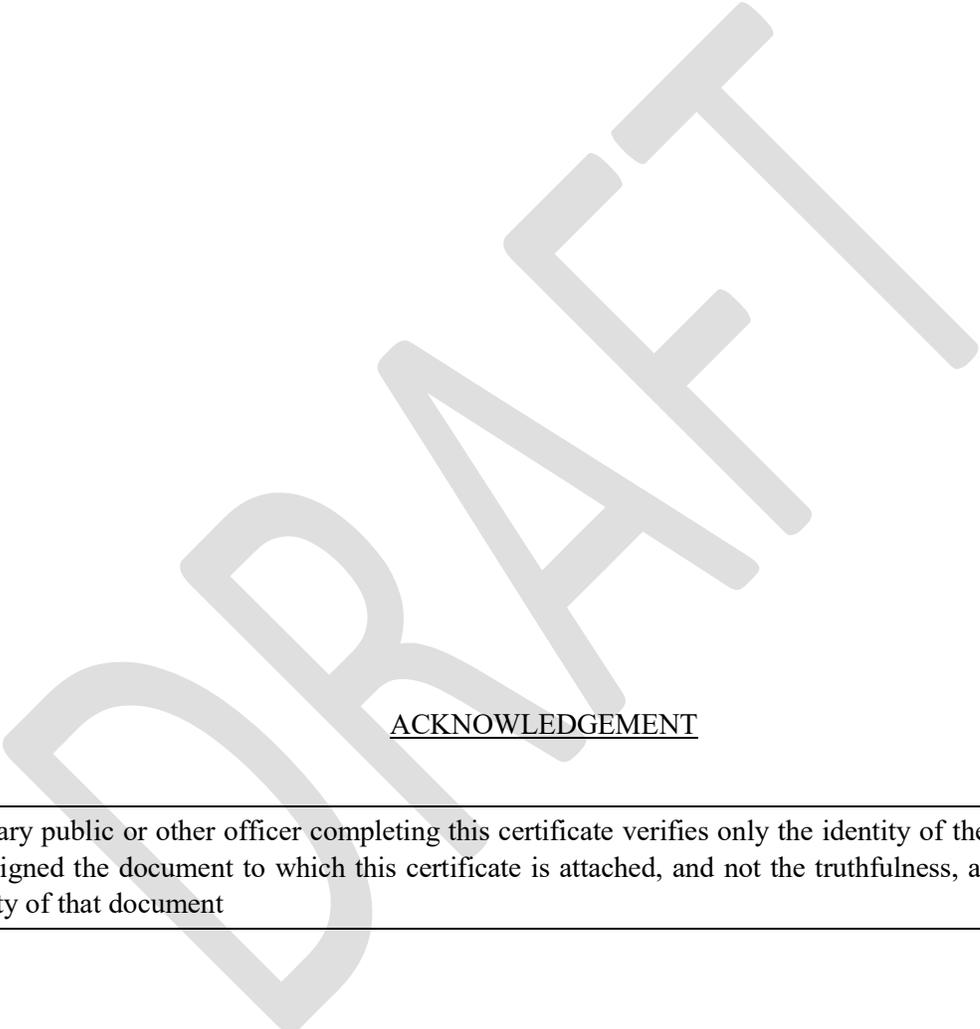
Its: \_\_\_\_\_

**ADDRESS FOR NOTICES:**

130 Cremona Dr # B  
Goleta, CA 93117  
Attn: City Clerk, City Attorney

**ADDRESS FOR NOTICES:**

[Address]  
Attn: [Secretary]



ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA            )

COUNTY OF \_\_\_\_\_)

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

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_)

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

DRAFT

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF EASEMENT AREA**

COMMENCING AT THE NORTH EAST CORNER OF THE TRACT OF LAND DESCRIBED IN THE RECORD OF SURVEY BOOK 66 PAGE 38 AS RECORDED IN THE OFFICE OF THE COUNTY SURVEYOR IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE N87°25'09"W 62.43' FEET ALONG THE NORTHERLY LINE OF SAID TRACT

THENCE AT RIGHT ANGLES S02°34'51"W 42.00' FEET TO THE **TRUE POINT OF BEGINNING**

L3) LEAVING THE **TRUE POINT OF BEGINNING** S11°47'54"W 85.20' FEET, THENCE;

L4) S07°01'50"E 150.02' FEET, THENCE;

L5) S18°25'22"W 105.74' FEET, THENCE;

L6) S01°00'43"E 221.16' FEET, THENCE;

L7) S03°44'58"E 114.35' FEET, THENCE;

L8) S25°41'19"W 84.53' FEET, THENCE;

L9) S13°28'20"W 62.15' FEET, THENCE;

L10) S19°14'20"W 96.55' FEET, THENCE;

L11) S35°00'08"W 62.93' FEET, THENCE;

L12) S21°28'15"W 161.98' FEET, THENCE

L13) S02°03'11"E 160.24' FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1005' FEET AND A RADIAL BEARING OF S86°15'19"E TO THE CENTER. THENCE;

C1) SOUTH EASTERLY 295.69' FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 16°51'27". THENCE;

L14) S02°20'17"W 144.84' FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 3.0' FEET, THENCE;

C2) SOUTH EASTERLY 2.43' ALONG THE ARC THROUGH A CENTRAL ANGLE OF 46°22'20", THENCE;

L15) S43°38'36"E 145.87' FEET, THENCE;

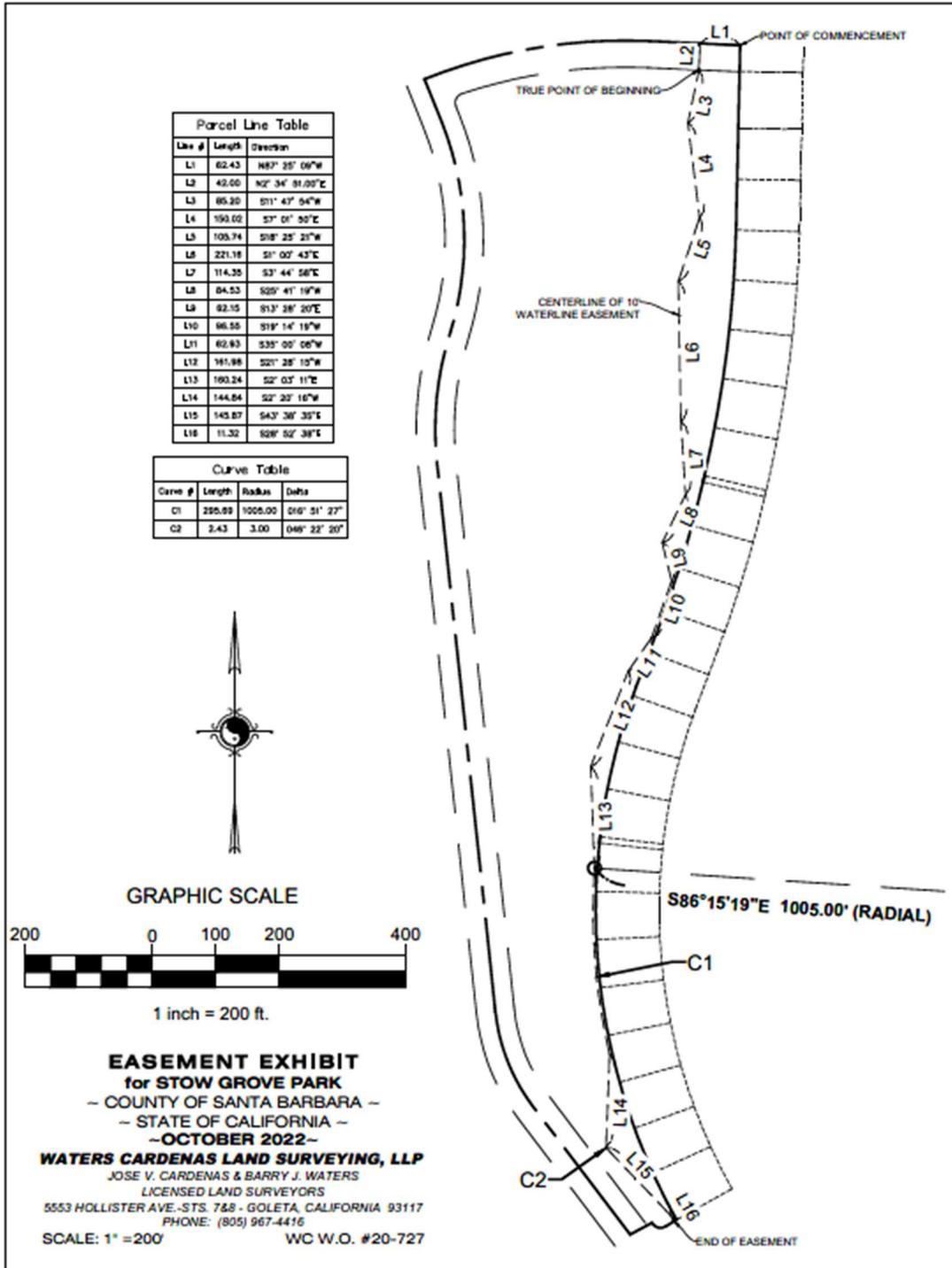
L16)

S28°52'39"E 11.32' FEET MORE OR LESS TO THE INTERSECTION OF SAID COURSE WITH THE SOUTHERN BOUNDARY LINE OF SAID TRACT OF LAND.

DRAFT

EXHIBIT B-1

DEPICTION OF EASEMENT AREA



**EXHIBIT C  
QUITCLAIM DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Goleta  
130 Cremona Drive  
Goleta, CA 93117  
  
Attn: City Clerk Division

DOCUMENT EXEMPT FROM RECORDING FEES PURSUANT TO GOVT CODE  
SECTIONS 6103 and 273863 and TRANSFER IS EXEMPT FROM ANY TAX  
PURSUANT TO REVENUE & TAX CODE SECTION 11922

--SPACE ABOVE THIS LINE FOR RECORDER'S USE--

<b>Quitclaim Deed</b>	Department of Neighborhood Services
-----------------------	-------------------------------------

APN(S): A PORTION OF 077-160-009

The STOW COMPANY, LLC, a California limited liability company, successor in interest to the Stow Company, a general partnership (hereinafter STOW), hereby REMISES, RELEASES AND QUITCLAIMS to the CITY OF GOLETA, a California Municipal Corporation, successor in interest to the COUNTY OF SANTA BARBARA through incorporation, the following interests in real property as described in the Deeds of Gift (attached as Exhibit "B") recorded on March 4, 1965, as Instrument No. 7833 at Book 2094, Page 383, et seq. and recorded on February 9, 1967, as Instrument No. 3684 at Book 2180, Page 1154, et seq. situated in the State of California, County of Santa Barbara, City of Goleta, described in:

**LEGAL DESCRIPTION – ATTACHED AS EXHIBIT "A".**

IN WITNESS WHEREOF, the STOW COMPANY, LLC has caused this Quitclaim Deed to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

"Grantor"  
STOW COMPANY, LLC

By: \_\_\_\_\_  
Richard Z. Rissel, Managing Partner

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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: \_\_\_\_\_ (Seal)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The easement and other rights located in the City of Goleta, County of Santa Barbara, State of California, as described as follows:

Legal Description of existing Easement will be inserted prior to the execution of the quit claim.

**CERTIFICATE OF ACCEPTANCE**

Pursuant to Section 27281 of the  
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated March \_\_\_\_, 2026, from City of Goleta, a California municipal corporation, to the Stow Company, LLC a California limited liability company is hereby accepted by the undersigned officer on behalf of the City of Goleta, pursuant to the authority conferred by Resolution No. **08-01** of the Goleta City Council adopted on **January 15, 2008**, and the City of Goleta as **GRANTEE** consents to the recordation thereof by its duly authorized officer.

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

CITY OF GOLETA]

a California municipal corporation

By \_\_\_\_\_

Deborah Lopez  
City Clerk

**EXHIBIT "B"**  
**STOW GROVE PARK DEEDS OF GIFT 1965 & 1967**

7833

DEED OF GIFT

STOW COMPANY, a California co-partnership, DOES HEREBY GRANT to the COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, a body politic, by gift and without consideration from the Grantee, subject to the express conditions subsequent hereinafter provided, an undivided one-third (1/3) interest in and to that certain real property situated in the County of Santa Barbara, State of California, more particularly described as follows:

That certain real property being a portion of Rancho Los Dos Pueblos in the County of Santa Barbara, State of California and being more particularly described as follows:

Beginning at a 1/2 inch survey pipe set at the most southeasterly corner of a 10-acre gross parcel as shown on a map filed in Book 65, Page 82, Records of Surveys, records of said County.

Thence 1st, S. 6°03'53" E. 5.86 feet to a 1/2 inch survey pipe set at the beginning of a tangent curve, concave to the east, with a delta of 31°08'31" and a radius of 300 feet.

Thence 2nd, Southeasterly along the arc of said curve 163.06 feet to a 1/2 inch survey pipe set at the end of said curve.

Thence 3rd, S. 37°12'24" E. 252.85 feet to a 1/2 inch survey pipe set in the northerly line of La Patera Lane as shown on a map of Tract 10,225 filed in Book 59, Pages 1 through 7, of Maps, records of said County, from which a 1/2 inch survey pipe set at the most northwesterly corner of La Patera Lane bears S. 61°52'28" W. 2.99 feet.

Thence 4th, along the northerly line of La Patera Lane as shown on said map N. 61°52'28" E. 39.01 feet to a 1/2 inch survey pipe at the beginning of a curve concave to the northeast with a delta of 93°44'22" and a radius of 15.00 feet, the radial center of which bears N. 61°52'28" E.

Thence 5th, Southeasterly along the arc of said curve 24.54 feet to a pipe set at the beginning of a curve concave to the south with a delta of  $1^{\circ}37'21''$  and a radius of 720.00 feet, the radial center of which bears S.  $31^{\circ}15'45''$  E.

Thence 6th, along the arc of said curve 20.39 feet to a 1/2 inch survey pipe set at the beginning of a curve concave to the east with a delta of  $49^{\circ}48'30''$  and a radius of 1000.00 feet, the radial center of which bears N.  $60^{\circ}47'17''$  E.

Thence 7th, Northerly along the westerly boundary of Tract 10,225 and the arc of said curve 869.32 feet to a 1/2 inch survey pipe.

Thence 8th, Continuing along the westerly boundary of Tract 10,225 N.  $20^{\circ}35'16''$  E. 96.40 feet to a 1/2 inch survey pipe set at the beginning of a curve concave to the east with a delta of  $19^{\circ}18'29''$  and a radius of 1940.00 feet, the radial center of which bears N.  $69^{\circ}28'07''$  W.

Thence 9th, Continuing northerly along the westerly boundary of Tract 10,225 and the arc of said curve 653.76 feet to a 1/2 inch survey pipe.

Thence 10th, Continuing along the westerly boundary of Tract 10,225 N.  $1^{\circ}15'16''$  E. 281.62 feet to a 1/2 inch survey pipe from which the most northwesterly corner of Tract 10,225 as shown on a map filed in Book 59, Pages 1 through 7 of Maps, records of said County, bears S.  $1^{\circ}15'16''$  W. 2.00 feet.

Thence 11th, N.  $87^{\circ}25'09''$  W. 143.13 feet to a 1/2 inch pipe set at the beginning of a tangent curve concave to the south with a delta of  $24^{\circ}21'31''$  and a radius of 849.76 feet.

Thence 12th, Westerly along the arc of said curve 361.27 feet to a 1/2 inch survey pipe.

Thence 13th, S.  $21^{\circ}46'40''$  E. 73.00 feet to the beginning of a tangent curve with a delta of  $39^{\circ}11'15''$  and a radius of 497.87 feet.

Thence 14th, Southerly along the arc of said curve 340.52 feet to a 1/2 inch pipe set at a point of reverse curve (a tangent at said point bearing N.  $17^{\circ}24'35''$  E.).

Thence 15th, Southerly along the arc of said reverse curve 103.96 feet, said reverse curve having a delta of  $23^{\circ}28'28''$  and a radius of 500.35 feet.

7833

Thence 16th, S.  $6^{\circ}03'53''$  E. 864.42 feet to the point of beginning.

The above described tract is shown on a map filed in Book 66, Page 38 of Record of Surveys, records of said County.

RESERVING the right, privilege and easement to enter upon, survey, excavate for, construct, reconstruct, install, lay, re-lay, replace, maintain, operate, increase the size of, and remove a water pipe line or lines, together with all fixtures, devices and appurtenances used or useful in the operation of said pipe line or lines, and to remove objects interfering therewith, at any and all points within, through, over, and across those strips of land, being portions of the property herein conveyed, ten (10) feet in width and lying five (5) feet on each side of the center lines described as follows as PARCELS I and II, to wit:

PARCEL I

Beginning at a point in the eleventh (11th) course of the tract of land hereinabove described, from which the southeasterly terminus of said course bears S.  $87^{\circ}25'09''$  E. 76.72 feet.

Thence, S.  $15^{\circ}26'53''$  E. 156.03 feet.

Thence, S.  $3^{\circ}58'43''$  W. 591.66 feet.

Thence, S.  $44^{\circ}38'50''$  W. 15.32 feet to a point to be known as Point A.

Thence, S.  $8^{\circ}10'34''$  W. 50.82 feet.

Thence, S.  $16^{\circ}53'06''$  W. 68.50 feet to a point which is five feet westerly, measured at right angles, from the ninth course of the tract of land hereinabove described, said point being the beginning of a curve to the right having a delta of  $1^{\circ}43'31''$  and a radius of 1935.00 feet, the radial center of which bears N.  $71^{\circ}11'38''$  W.

Thence, Southerly along the arc of said curve, 58.27 feet to the end thereof.

Thence, S.  $20^{\circ}35'16''$  W. parallel with the easterly line of the tract hereinabove described, 96.40 feet to the beginning of a curve to the left, said curve having a radius of 1005 feet.

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Thence, Southerly, parallel with the easterly line of the tract hereinabove described, along the arc of said curve, 873 feet, more or less, to the intersection of said curve with the sixth course of the tract of land hereinabove described.

PARCEL II

Beginning at Point A of Parcel I hereinabove described.

Thence, N.  $86^{\circ}43'02''$  W. 189.69 feet.

Thence, S.  $85^{\circ}03'05''$  W. 191.09 feet to a point in the sixteenth course of the tract of land hereinabove described, from which the northerly terminus of said course bears N.  $6^{\circ}03'53''$  W. 96.80 feet.

This conveyance is made and accepted upon the following express conditions subsequent:

1. The property hereby conveyed shall be used solely and exclusively for the benefit of the public as and for a public park which shall be named and known as Stow Grove, for the recreation and pleasure of the public;

2. The use of said park by the public or any portion thereof shall not be permitted between the hours of 12 midnight and 6 A. M.;

3. The sale of food, drinks, novelties or any other goods or merchandise whatsoever shall not be permitted upon said property excepting that single permits not to exceed eighteen (18) hours each may be issued to non-profit organizations on the basis of only one such permit to any one such organization during any six (6) months period. Temporary sales stands may be erected during the period of a permit provided that they shall promptly be removed at the end of such permit period.

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4. No buildings other than small park maintenance buildings and caretaker's cottage shall be erected, placed or maintained upon said property.

A breach of any of the foregoing conditions shall cause the property herein conveyed to revert to the Grantor, its successors or assigns, who shall have the right of immediate re-entry upon said property in the event of any such breach.

DATED: January 21, 1965.

STOW COMPANY, a California  
co-partnership,

By Margaret Bruce

By Maria K. Leland

By John Alexander

By Peggy Stiquell

By Sanett Dow Jones

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DISTRICT OF COLUMBIA

On this 21<sup>st</sup> day of January, in the year one thousand nine hundred and sixty-~~four~~ before me J. Preston Wainwright, a Notary Public in and for the said District of Columbia, personally appeared MARGARET S. BRUCE known to me to be the person whose name is subscribed to the within instrument, and she acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said District of Columbia the day and year in this certificate first above written.

My Commission expires:

February 14, 1969

J. Preston Wainwright

Notary Public in and for the District of Columbia

STATE OF VIRGINIA )  
COUNTY OF ARLINGTON ) ss

On this 2<sup>nd</sup> day of December, in the year one thousand nine hundred and sixty-four, before me, William F. Fisher, a Notary Public in and for the said County of Arlington, personally appeared MARIA K. BALAND known to me to be the person whose name is subscribed to the within instrument, and she acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said County of Arlington, the day and year in this certificate first above written.

My Commission expires:

5-1-65

William F. Fisher  
Notary Public in and for the County of Arlington, State of Virginia.

STATE OF OREGON )  
COUNTY OF MULTNOMAH ) ss

On this 25 day of January, in the year one thousand nine hundred and sixty-65, before me, Will Alexander, a Notary Public in and for the said County of Multnomah, personally appeared TAYLOR ALEXANDER known to me to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said County of Multnomah the day and year in this certificate first above written.

My Commission expires:

Dec. 11, 1967

Will Alexander

Notary Public in and for the said County of Multnomah, State of Oregon.



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STATE OF CALIFORNIA )  
CITY AND COUNTY OF SAN FRANCISCO ) ss

On this 28th day of January, in the year one thousand nine hundred and sixty-five before me, Eleanor F. Gettman, a Notary Public in and for the said City and County of San Francisco, personally appeared PEGGY SELIGMAN known to me to be the person whose name is subscribed to the within instrument, and she acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said City and County of San Francisco the day and year in this certificate first above written.

*Eleanor F. Gettman*

Eleanor F. Gettman  
Notary Public in and for the said  
City and County of San Francisco,  
State of California.

My Commission expires:  
March 19, 1966

STATE OF CALIFORNIA )  
COUNTY OF SANTA BARBARA ) ss

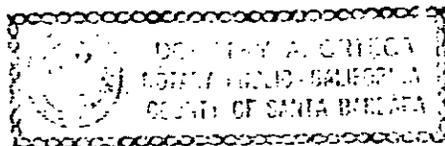
On this 29 day of January, in the year one thousand nine hundred and sixty-five before me, Dorothy A. Ortega, a Notary Public in and for the said County of Santa Barbara, personally appeared GARRETT VAN HORNE known to me to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said County of Santa Barbara the day and year in this certificate first above written.

*Dorothy A. Ortega*

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

My Commission expires:  
My Commission Expires November 2, 1965



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

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed ~~XXXXXX~~  
dated January 21, 1965, from Stow Company, a  
California co-partnership

to the County of Santa Barbara, State of California, a political corporation and/or governmental agency, is  
hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on March 1,  
1965, and the grantee consents to recordation by its duly authorized officer.

WITNESS and the seal of said Board this  
1st of March, A.D. 1965  
J. E. LEWIS, Clerk,  
By *[Signature]* Deputy Clerk.

CL-88

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RECORDED AT REQUEST OF  
COUNTY CLERK

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MAR 4 9 57 AM '65

OFFICIAL RECORDS  
SANTA BARBARA CO., CALIF.  
MATA VAN BUSHNICK, RECORDER

NO FEE

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