



**Agenda Item B.9**  
**CONSENT CALENDAR**  
**Meeting Date: March 5, 2019**

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**TO:** Mayor and Councilmembers

**FROM:** Charles W. Ebeling P.E., T.E., Public Works Director

**CONTACT:** Gerald Comati P.E., Interim Deputy Public Works Director

**SUBJECT:** Approve a Right of Way Agreement and accept a Grant Deed and Quitclaim Deed a property required for the Ekwill Street and Fowler Road Extensions Project

**RECOMMENDATION:**

Approve and authorize the City Manager execute the Right of Way Agreement, including any required escrow transactional documents and Authorize the City Clerk to accept a Grant Deed and Quitclaim Deed of a property required from Rotterdam Holding LLC. for property required for the Ekwill Street and Fowler Road Extensions Project (9002).

**BACKGROUND:**

The City's Ekwill Street and Fowler Road Extensions Project (Ekwill-Fowler Project) is located in Goleta Old Town and has been in development for a number of years. It is considered one of the highest priority transportation projects in the City.

The purpose of the Ekwill-Fowler Project is to improve access to, and circulation within, Old Town, improve access to Santa Barbara Airport, enhance pedestrian and bicycle circulation and safety, and allow the expansion of transit opportunities within Old Town.

The scope of the project includes the following key elements:

1. Fowler Road Extension. Extend existing South Street from Kellogg Avenue through to existing Technology Drive.
2. Ekwill Street Extension. Construct Ekwill Street from Kellogg Avenue through to Fairview Avenue, with a roundabout at the Ekwill Street and Pine Avenue intersection.
3. Hollister Avenue. Construct operational improvements at the interchange of Hollister Avenue and State Route 217 with the installation of a roundabout at the Hollister Avenue/Southbound State Route 217 intersection and a roundabout at the Hollister Avenue/Northbound State Route 217 intersection.
4. Kellogg Avenue. Widening of Kellogg Avenue to allow additional right turn storage capacity from northbound Kellogg Avenue to eastbound Hollister Avenue.

5. Multi-Use Trail. Installs a 1,000-foot-long segment of the Old San Jose Creek Multi-Use Trail between Pine Avenue and Kellogg Way, on the north side of Ekwil Street.

## DISCUSSION:

The Ekwil-Fowler Project requires considerable property acquisitions to allow construction along the proposed Fowler Road and Ekwil Street corridors. Considerable property acquisition is also required along Hollister Avenue in order to provide space for the two proposed roundabouts.

Since 2015, the City has been engaged in the right of way acquisition process consisting of the development of appraisal maps (right-of-way need mapping), preparing appraisals, and engaging in settlement negotiations. In some instances, right-of-way has been successfully acquired and in other instances property owners have been resistant to settlement. Consequently, some property acquisitions are still in process.

A summary of the completed and pending acquisitions is shown in the table below:

Acquisition Status	Count
Completed Property Acquisitions	12
Pending Property Acquisitions	4
<b>Total</b>	<b>16</b>

In addition to the acquisitions summarized above, three property dedications for Ekwil Street have been successfully recorded.

Along Ekwil Street, ten acquisition in total are required. Of these four remain in negotiations. One of these is a required acquisition at 601 Pine Avenue (Assessor's Parcel Number 071-170-082) located in the southwest quadrant of the intersection of Pine Avenue and proposed Ekwil Street.

The right of way acquisition at 601 Pine Avenue includes a small permanent take in the northwest corner of the property necessary for a portion of the footprint of Ekwil Street, two Temporary construction Easements (TCE's) required for reconstruction of a parking lot and a sidewalk, and a Quit Claim of a portion of a water, utility and driveway easement located within the proposed footprint of Ekwil Street. See Attachment: Grant Deed, Right of Way Agreement, and Quitclaim Deed.

A Preliminary Title Report was obtained for the property and it showed that there are no identified issues or title encumbrances listed that are of concern in obtaining the property. All deeds of trust affecting individual owners will be cleared as part of the escrow process, which will commence immediately after approval of the Right of Way Agreement, Grant Deed and Quitclaim Deed. The City will not take ownership of the property until title has been cleared as part of the escrow process.

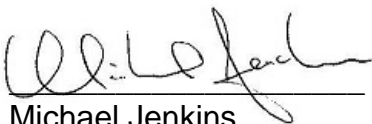
**FISCAL IMPACTS:**

The total cost for the Right of Way acquisition at 601 Pine Avenue is \$29,200, with an estimated miscellaneous cost of \$2,000 in escrow related fees for a grand total of approximately \$31,200. There is sufficient budget to cover the costs associated with the right of way acquisition and miscellaneous cost. No additional appropriations are necessary.

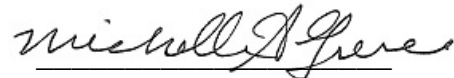
<b>Ekwill street and Fowler Road Extensions Project Budget FY 18/19</b>				
<b>Account</b>	<b>Fund Type</b>	<b>FY18/19 Adopted Budget</b>	<b>YTD + Encumbrance</b>	<b>Available Budget</b>
220-5-9002-704	GTIP	\$710,000	\$0	\$710,000
220-5-9002-706	GTIP	\$781,480	\$694,543	\$86,937
230-5-9002-706	LRDP	\$18,015	\$5,503	\$12,512
308-5-9002-705	STIP	\$6,105,800	\$0	\$6,105,800
308-5-9002-706	STIP	\$191,848	\$0	\$191,848
<b>Total</b>		<b>\$7,807,143</b>	<b>\$700,046</b>	<b>\$7,107,097</b>

**ALTERNATIVES:**

The City Council may elect not to authorize the City Manager execute the Right of Way Agreement and the City Clerk to accept a Grant Deed and Quitclaim Deed from Rotterdam Holdings LLC for the Ekwill Street and Fowler Road Extensions Project. Doing so would delay acquisition of the property necessary for construction of the Ekwill Street and Fowler Road Extensions Project and will delay the ability to construct the project.

**Legal Review By:**


Michael Jenkins  
City Attorney

**Approved By:**


Michelle Greene  
City Manager

**ATTACHMENTS:**

1. Grant Deed, Right of Way Agreement, and Quitclaim Deed for the Ekwil Street and Fowler Road Extensions Project.



## **ATTACHMENT 1**

Right of Way Agreement, Grant Deed, and Temporary Construction Easement Deed dated December 6, 2018 from S.B. Kellogg Owners Association, Inc. for the San Jose Creek Bike Path Project (9002)



# REICKER PFAU

1421 State Street, Suite B  
Santa Barbara, CA 93101  
www.reickerpfaufau.com

Phone: 805.966.2440  
Fax: 805.966.3320  
Email: lhanna@rppmh.com

February 15, 2019

***Via Hand Delivery***

Winnie Cai  
Deputy City Attorney  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

Re: Title Report No.: 4201-4524461-LC  
Project: City of Goleta – Ekwill-Fowler (Rotterdam)  
Assessor Parcel No.: 071-170-082  
Property Address: 601 Pine Avenue, Goleta, California

Dear Ms. Cai:

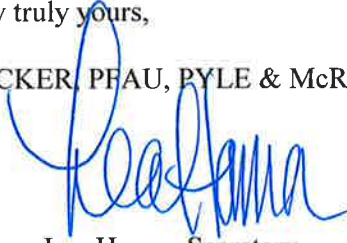
Enclosed please find the original signed and notarized revised Grant Deed pertaining to the above-referenced property.

Please contact me with any questions.

Very truly yours,

REICKER, PFAU, PYLE & McROY LLP

By:

  
Lea Hanna, Secretary

:lch

Enclosure

cc: Mr. Marc Winnikoff (w/enclosure, via email)

# REICKER PFAU

1421 State Street, Suite B  
Santa Barbara, CA 93101  
www.reickerpfau.com

Phone: 805.966.2440  
Fax: 805.966.3320  
Email: mpfau@rppmh.com

February 8, 2019

***Via Hand Delivery***

Winnie Cai  
Deputy City Attorney  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

Re: Title Report No.: 4201-4524461-LC  
Project: City of Goleta – Ekwill-Fowler (Rotterdam)  
Assessor Parcel No.: 071-170-082  
Property Address: 601 Pine Avenue, Goleta, California

Dear Ms. Cai:

Enclosed please find the following original signed (and, where appropriate, notarized) documents pertaining to the above-referenced property:


1. Grant Deed;
2. Right of Way Agreement (with Escrow Instructions); and
3. Quitclaim Deed.

Please contact me to discuss the closing of the transaction that is implemented with these documents. The documents permit City to open an escrow to implement the conveyance. What title company do you propose to use for the escrow?

I look forward to working with you to close this transaction as soon as possible this month.

Very truly yours,

REICKER, PFAU, PYLE & McROY LLP

By:   
Michael E. Pfau

MEP:lch  
Enclosures  
cc: Mr. Marc Winnikoff (w/enclosures, via email)



**PARCEL NO.: AP# 071-170-082**  
**PROJECT: City of Goleta - Ekwill-Fowler (Rotterdam)**  
**TITLE REPORT NO.: 4201-4524461-LC**

**RIGHT OF WAY AGREEMENT  
(WITH ESCROW INSTRUCTIONS)**

THIS RIGHT OF WAY AGREEMENT is made and entered into by and between ROTTERDAM HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (hereinafter called "Grantor") and THE CITY OF GOLETA, a municipal corporation in the County of Santa Barbara, State of California (hereinafter called "City").

Instruments in the form of a Grant Deed and a Quitclaim Deed ("Deeds") covering the property particularly described therein have been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Deeds and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **TWENTY NINE THOUSAND TWO HUNDRED DOLLARS (\$29,200)** as consideration in full for the herein real property interests, for the loss, replacement and moving of any improvements for parking lot reconfiguration, restoration, and re-landscaping, and for entering into this Agreement. Said sum shall be paid when title to the property interests described in the Deeds has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deeds herein referenced and cause the same to be recorded in the office of the Santa Barbara County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay all escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.

E. CONSTRUCTION AND RESTORATION – Improve Pine Avenue and Ekwill Street adjacent to Grantor's property with curbs, gutter, sidewalk, and driveway conforms, along with the new driveway entrance that will connect Grantors property to Ekwill Street per City's approved plans, at City's sole cost, without cost or assessment to Grantor. Work shall be completed in such a manner so as to keep one driveway open at all times and to not obstruct access across the other driveway for more than a seven hour period between 9:00 a.m. and 4:00 p.m. for a ten day period so as to not interfere with tenants operations and equipment. City shall ensure that all utilities, including water, sewer, gas and power remain operational and emergency and fire access remains open to Grantor's property at all times.

F. INDEMNIFICATION - Indemnify, and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability caused by City or its officers, employees or agents specifically arising from City construction and restoration work on Grantor's Property during the Temporary Construction Easement period specified in the referenced Deeds.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEEDS OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the areas described in the herein referenced Deeds, or if there are any such leases or other possessory interests affecting the property described in the Deeds, Grantor agrees to clear such interests, making them subordinate to the rights granted to City in the Deeds, and shall hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any possessory interests in said property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter upon the subject lands after the close of escrow for the purposes of preparation for and construction of the City's roadway improvements, subject to all applicable terms and conditions contained in this Agreement and the associated Deeds.

4. The Parties agree:

A. ESCROW - To open an escrow, at City's option, in accordance with this Agreement at an escrow company of City's choice. This Agreement constitutes the joint escrow instructions of

City and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

As soon as possible after opening of escrow, City will deposit the executed Deeds by Grantor, with Certificates of Acceptance attached, with Escrow Agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of Escrow Agent. City and Grantor agree to deposit with Escrow Agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title;

b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement.

c) Disburse funds and deliver Deeds when conditions of this escrow have been fulfilled by City and Grantor.

d) Following recording of Deeds from Grantor, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$29,200 issued by First American Title Company showing that title to the herein property conveyed in the Deeds is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

1) Real Property Taxes for the fiscal year in which escrow closes.

2) Item Nos. 1 through 22, 25, 26, and 27, inclusive, through the preliminary title report issued by First American Title Company, dated November 9, 2015, referenced as Order No. 4201-4524461-LC.

ii) CLOSE OF ESCROW - The term "close of escrow," if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE - By execution of this Agreement, Grantor, on behalf of itself, its heirs, executors, administrators, successors and assigns, hereby acknowledges that this Agreement provides full payment for the acquisition of the Property by the City, and Grantor hereby expressly and unconditionally waives any claim for compensation for injury to the remainder ("severance damages"); precondemnation damages; claims for inverse condemnation; loss of goodwill and/or lost profits; loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to the realty; damage to or loss of machinery, fixtures, inventory, equipment and/or personal property; any right to repurchase, leaseback from Grantor, or receive any financial gain from, the sale of any portion of the property that is the subject of this Agreement; any right to enforce any obligation placed upon Grantor pursuant to Code of Civil Procedure sections 1245.245, 1263.025 and 1263.615; and attorney's fees and costs. It being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the property that is the subject of this Agreement by the City. This release shall survive the Close of Escrow.

This Agreement arose out of the City's efforts to acquire the property that is the subject matter of this Agreement through its municipal authority. Grantor, on behalf of itself, its heirs, executors, administrators, successors and assigns, hereby fully releases the City, its successors, agents, representatives (including attorneys), and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained by Grantor, or may be sustained by Grantor, as a result of the City's efforts to acquire the property that is the subject matter of this Agreement, or any preliminary steps thereto.

C. JUDGMENT IN LIEU OF DEEDS - In the event Grantor is unable to deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the real property interests described in the referenced Deeds, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

D. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

E. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.

F. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

G. CITY APPROVAL - This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

**No Obligation Other Than Those Set Forth Herein Will Be Recognized.**

GRANTOR:

ROTTERDAM HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Dated: 21.30.19

By: [Signature]  
NAME: MARC WINNIKOFF  
TITLE: MANAGING MEMBER

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

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

GRANTOR'S MAILING ADDRESS:

Rotterdam Holdings, LLC  
923 Saint Vincent Avenue, Suite C  
Santa Barbara, CA 93101-3714

MAILING ADDRESS OF CITY:

City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

CITY OF GOLETA,  
a municipal corporation

By \_\_\_\_\_  
Michelle Greene  
City Manager

ATTEST:

By \_\_\_\_\_  
Deborah S. Lopez  
City Clerk

APPROVED AS TO FORM:

By   
Winnie Cai  
Assistant City Attorney

Recording requested by:  
Hamner, Jewell & Associates  
Government Real Estate Services

When recorded, return to:  
City of Goleta  
City Clerk's Office  
130 Cremona Drive, Suite B  
Goleta, CA 93117  
Attn: City Clerk

APN: 071-170-082 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
No fee pursuant to Government Code § 6103  
No Documentary Transfer Tax per R&T Code § 11922  
No Recording Fee per Government Code § 27383

### **GRANT DEED**

ROTTERDAM HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, owner(s) of all that real property in the City of Goleta, County of Santa Barbara, State of California, commonly known as 601 Pine Avenue, Goleta, California, and more particularly described as set forth in Exhibit "A" hereto, designated County Assessor's Parcel Number 071-170-082 (hereafter "Real Property"), as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

CITY OF GOLETA, a municipal corporation, its successors and assigns, as GRANTEE

that certain portion of GRANTOR's Real Property, in fee, that is situated in the City of Goleta, County of Santa Barbara, State of California, more particularly described and depicted in Exhibit "B," attached hereto and incorporated herein by this reference.

Together with:

A Temporary Construction Easement for the purposes of facilitating construction of public street improvements on the Fee parcel referenced above, and conforming the Real Property to the new public improvements, including the right to utilize equipment and vehicles, conduct grading and surface restoration, and utilize said Temporary Construction Easement for all other related activities and purposes associated with facilitating the completion of the public street improvements. Said Temporary Construction Easement shall be located in, on, over, under, through, along and across that certain portion of the Real Property that is described and depicted in Exhibit "C," and "D" attached hereto and incorporated herein. Said Temporary Construction Easement shall commence thirty (30) days after issuance by GRANTEE of a Notice of

Commencement of Construction, which shall be issued to GRANTOR by U.S. Mail, and shall automatically terminate one year after commencement or upon completion of construction and restoration work, whichever occurs first. In any event, this Temporary Construction Easement shall terminate on or before December 31, 2023. Upon completion of construction, said Temporary Construction Easement Area shall be generally restored to the condition that existed prior to construction, to the extent reasonably practical.

GRANTOR represents and warrants it is the owner of the Real Property described herein and is the authorized signatory to execute this Deed, and that no additional signatures are required to carry out this conveyance.

GRANTOR

ROTTERDAM HOLDINGS, LLC, A CALIFORNIA  
LIMITED LIABILITY COMPANY

Dated: 02.15.19

  
NAME: Mark Winnikoff  
TITLE: MANAGING MEMBER

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

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_



## ACKNOWLEDGMENT

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

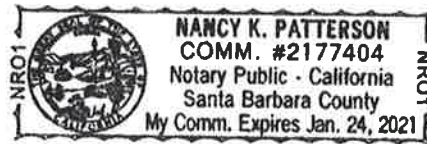
County of Santa Barbara

On 2-15-19 before me, Nancy K. Patterson,  
Notary Public, personally appeared Marc Winnikoff, 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 Nancy K. Patterson (Seal)



## ACKNOWLEDGMENT

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)

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

This is to certify that the interest in real property conveyed by the **GRANT DEED** dated \_\_\_\_\_, from **ROTTERDAM HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**, GRANTOR therein to the **CITY OF GOLETA** a municipal corporation, is hereby accepted by the undersigned City Clerk on behalf of the City of Goleta pursuant to 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.

CITY OF GOLETA

By: Deborah S. Lopez  
City Clerk

## EXHIBIT "A"

### LEGAL DESCRIPTION

Real property in the City of Goleta, County of Santa Barbara, State of California, described as follows:

#### PARCEL ONE:

PARCEL 4 OF RECORD OF SURVEY FOR LOT LINE ADJUSTMENT, IN THE CITY OF GOLETA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 145, PAGE 64 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

#### PARCEL TWO:

THOSE CERTAIN EASEMENTS ENTITLED UTILITY EASEMENT AND DRIVEWAY EASEMENT AS SET FORTH AND DEFINED IN PARAGRAPHS 1.1 AND 1.2 RESPECTIVELY OF THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AND SUBORDINATION AGREEMENT" BY AND BETWEEN UNIVERSITY PROPERTIES, L.P., A CALIFORNIA LIMITED PARTNERSHIP AND BUILDING EXCHANGE COMPANY, A VIRGINIA CORPORATION RECORDED JUNE 26, 2002 AS INSTRUMENT NO. 2002-0061666 OF OFFICIAL RECORDS OF SAID COUNTY, AND OVER THOSE PORTIONS OF PARCEL 5 OF SAID RECORD OF SURVEY DESCRIBED IN EXHIBIT "C" OF SAID DOCUMENT.

APN: 071-170-82

**EXHIBIT "B" PAGE 1 OF 2**  
(Right of Way Legal Description)

Parcel: EKWILL-6-1

A portion of land in the City of Goleta, County of Santa Barbara, State of California, being a portion of Parcel 4 of Record of Survey for lot line adjustment, in the City of Goleta, County of Santa Barbara, State of California, as shown on map filed in Book 145, Page 64 of Record of Surveys, in the office of the County Recorder of said County.

Said portion of land is described as follows:

Beginning at the northwest corner of said Parcel 4, said point being shown on record of survey recorded in Book 179, Pages 34 through 36 of Records of Survey in the office of the County Recorder of said County, being the northwesterly terminus of that line shown on said map as S 88° 01' 58" E, 341.58 feet; thence, along the northerly boundary of said Parcel 4; thence,

- 1st S 88° 01' 58" E, 43.66 feet along the northerly boundary of said Parcel 4 to the beginning of a non-tangent curve; thence,
- 2nd along the arc of said curve having a radius of 540.00 feet, being concave northwesterly and having a radial bearing of S 18° 06' 39" E and a central angle of 04° 51' 45", in a southwesterly direction 45.83 feet to a point on the westerly boundary of said Parcel 4; thence,
- 3rd along said westerly boundary N 01° 58' 00" E, 13.89 feet to the point of beginning.

Containing an area of 318.02 square feet more or less.

Bearings and distances as shown herein are based upon the California Coordinate System of 1983 (CCS83) Zone 5.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

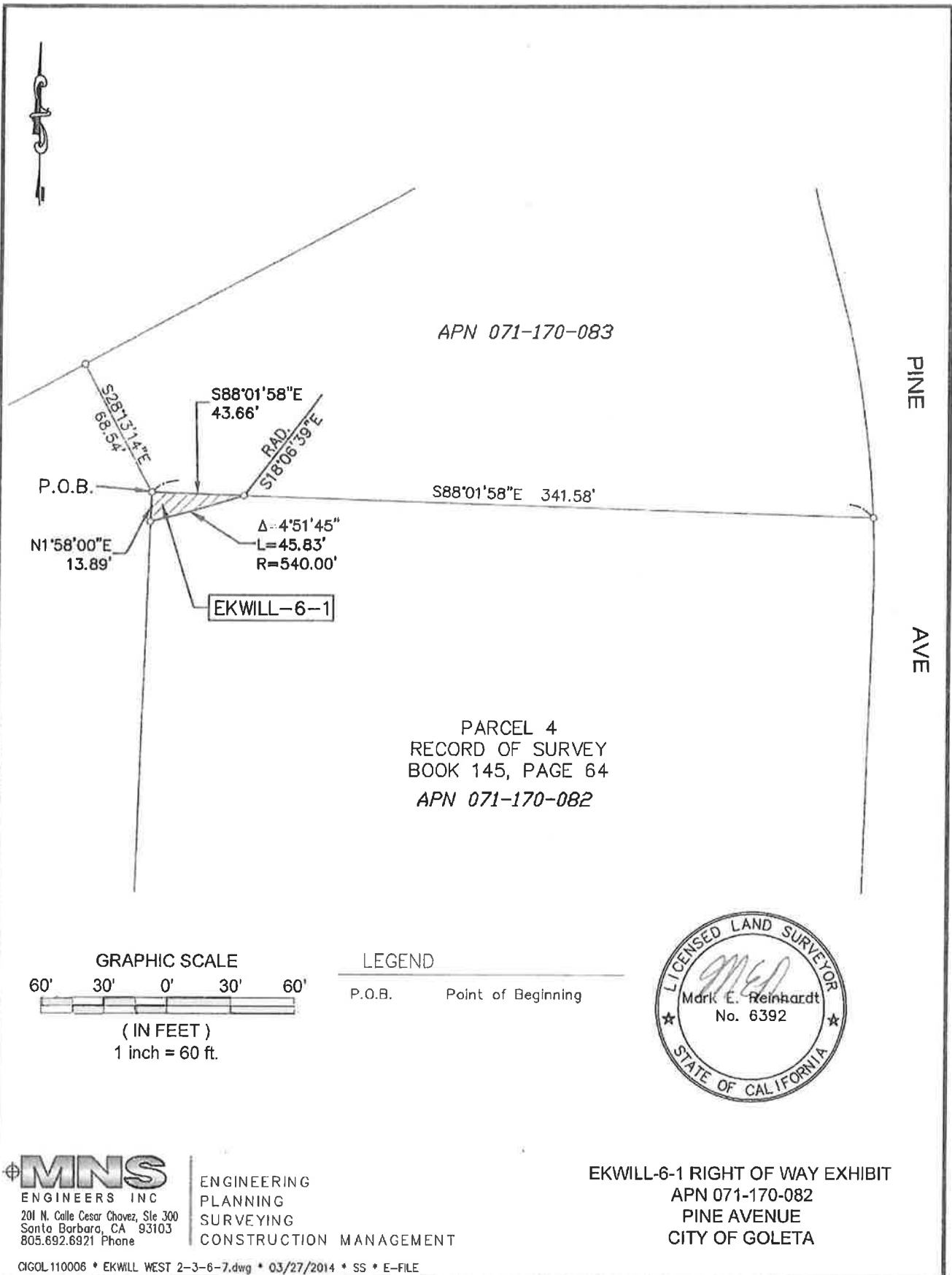
Signature: \_\_\_\_\_

Mark E. Reinhardt, PLS

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

5/6/2014





## EXHIBIT C PAGE 1 OF 2

### (Temporary Construction Easement Legal Description)

Parcel: EKWILL-6-2

A portion of land in the City of Goleta, County of Santa Barbara, State of California, being a portion of Parcel 4 of Record of Survey for lot line adjustment, in the City of Goleta, County of Santa Barbara, State of California, as shown on map filed in Book 145, Page 64 of Record of Surveys, in the office of the County Recorder of said County.

Said portion of land is described as follows:

Commencing at the northwest corner of said Parcel 4, said point being shown on record of survey recorded in Book 179, Pages 34 through 36 of Records of Survey in the office of the County Recorder of said County, being the northwesterly terminus of that line shown on said map as S 88° 01' 58" E, 341.58 feet; thence, along the northerly boundary of said Parcel 4 S 88° 01' 58" E, 43.66 feet to the point of beginning also being the beginning of a non-tangent curve; thence,

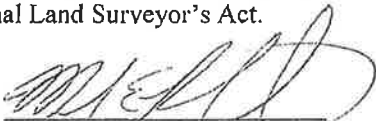
- 1st along the arc of said curve having a radius of 540.00 feet, being concave northwesterly and having a radial bearing of S 18° 06' 39" E and a central angle of 04° 51' 45", in a southwesterly direction 45.83 feet to a point on the westerly boundary of said Parcel 4; thence,
- 2nd along the westerly boundary of said Parcel 4 S 01° 58' 00" W, 17.70 feet; thence,
- 3rd S 89° 38' 25" E, 41.14 feet; thence,
- 4th S 02° 06' 18" W, 7.94 feet; thence,
- 5th S 88° 01' 46" E, 19.02 feet; thence,
- 6th N 82° 33' 11" E, 6.31 feet; thence,
- 7th S 88° 03' 10" E, 18.98 feet; thence,
- 8th N 02° 30' 32" E, 27.02 feet; thence,
- 9th N 27° 04' 19" E, 9.40 feet; thence,
- 10th N 01° 53' 54" E, 1.79 feet to a point on the northerly boundary of said Parcel 4; thence,
- 11th along said northerly boundary N 88° 01' 58" W, 45.92 feet to the point of beginning.

Containing an area of 2,660.96 square feet more or less.

Bearings and distances as shown herein are based upon the California Coordinate System of 1983 (CCS83) Zone 5.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature:

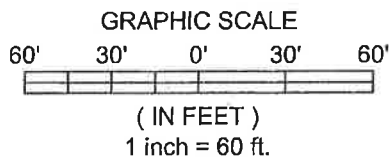
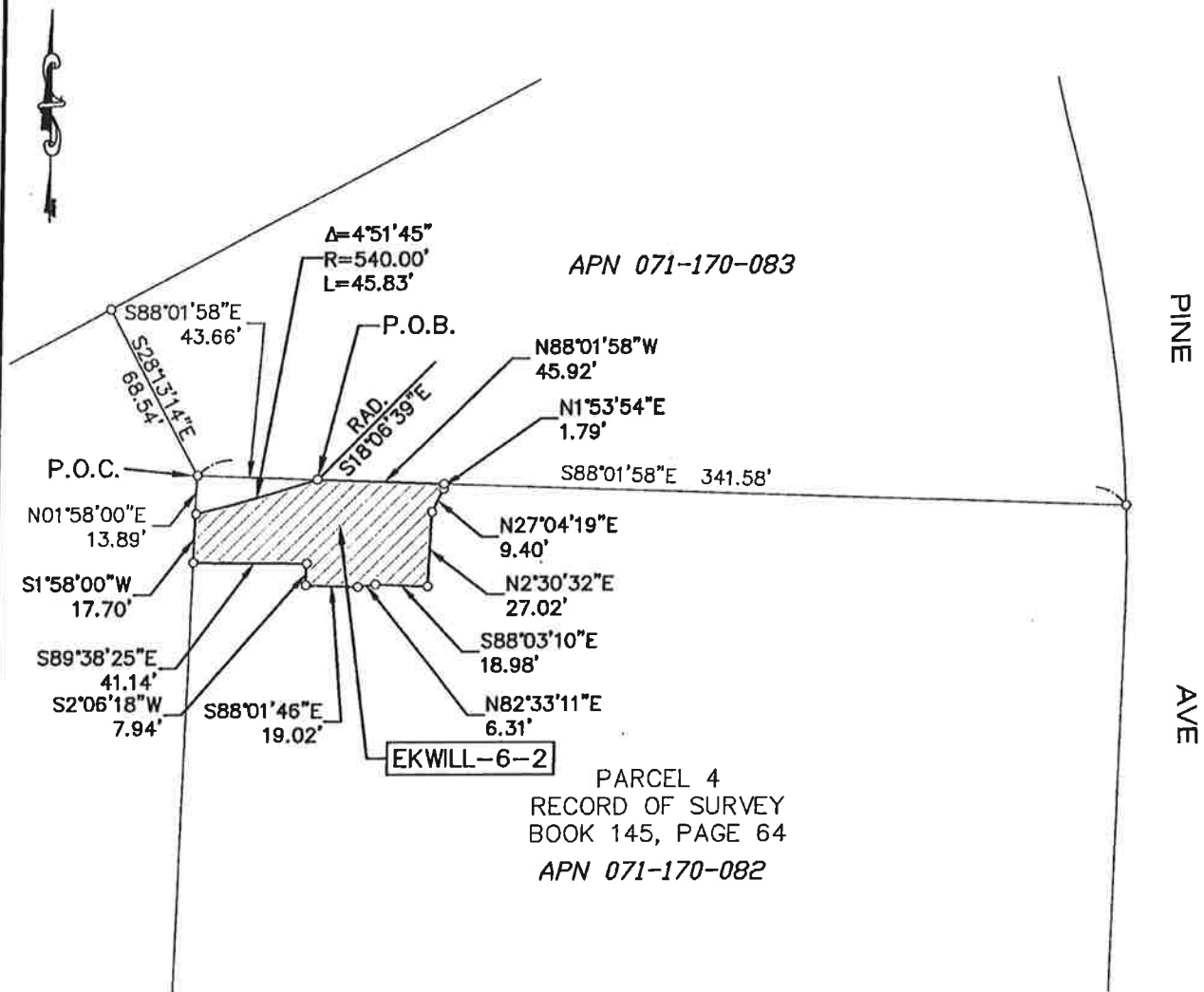
  
Mark E. Reinhardt, PLS

Date:

3-16-16



EXHIBIT C PAGE 2 OF 2



LEGEND

P.O.B. Point of Beginning  
P.O.C. Point of Commencement



**MNS**  
ENGINEERS INC

201 N. Calle Cesar Chavez, Ste 300  
Santa Barbara, CA 93103  
805.692.6921 Phone

ENGINEERING  
PLANNING  
SURVEYING  
CONSTRUCTION MANAGEMENT

CIGOL110006 \* EKWILL WEST 2-3-6-7 V2.dwg \* 03/10/2016 \* SS \* E-FILE

EKWILL-6-2 TEMPORARY CONSTRUCTION  
EASEMENT EXHIBIT  
APN 071-170-082  
PINE AVENUE  
CITY OF GOLETA

EXHIBIT "D" PAGE 1 OF 2  
(Temporary Construction Easement Legal Description)

Parcel: EKWILL-6-3

A portion of land in the City of Goleta, County of Santa Barbara, State of California, being a portion of Parcel 4 of Record of Survey for lot line adjustment, in the City of Goleta, County of Santa Barbara, State of California, as shown on map filed in Book 145, Page 64 of Record of Surveys, in the office of the County Recorder of said County.

Said portion of land is described as follows:

Commencing at the northwest corner of said Parcel 4, said point being shown on record of survey recorded in Book 179, Pages 34 through 36 of Records of Survey in the office of the County Recorder of said County, being the northwesterly terminus of that line shown on said map as S 88° 01' 58" E, 341.58 feet; thence, along the northerly boundary of said Parcel 4 S 88° 01' 58" E, 334.28 feet to the point of beginning; thence,

- 1st S 12° 37' 35" E, 4.20 feet to the beginning of a non-tangent curve; thence,
- 2nd along the arc of said curve having a radius of 647.88 feet, being concave southwesterly and having a radial bearing of N 81° 34' 29" E and a central angle of 01° 15' 05", in a southeasterly direction 14.15 feet; thence,
- 3rd N 82° 49' 45" E, 4.91 feet to the beginning of a non-tangent curve also being the westerly boundary of Pine Avenue (64' wide); thence,
- 4th along the westerly boundary of Pine Avenue, along the arc of said curve having a radius of 504.20 feet, being concave southwesterly and having a radial bearing of N 89° 35' 39" E and a central angle of 01° 57' 42", in a northwesterly direction 17.26 feet to a point on the northerly boundary of said Parcel 4; thence,
- 5th along said northerly boundary N 88° 01' 58" W, 7.30 feet to the point of beginning.

Containing an area of 105.89 square feet more or less.

Bearings and distances as shown herein are based upon the California Coordinate System of 1983 (CCS83) Zone 5.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: \_\_\_\_\_

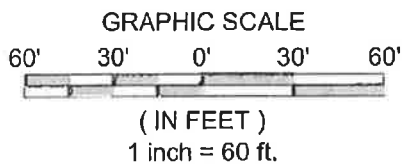
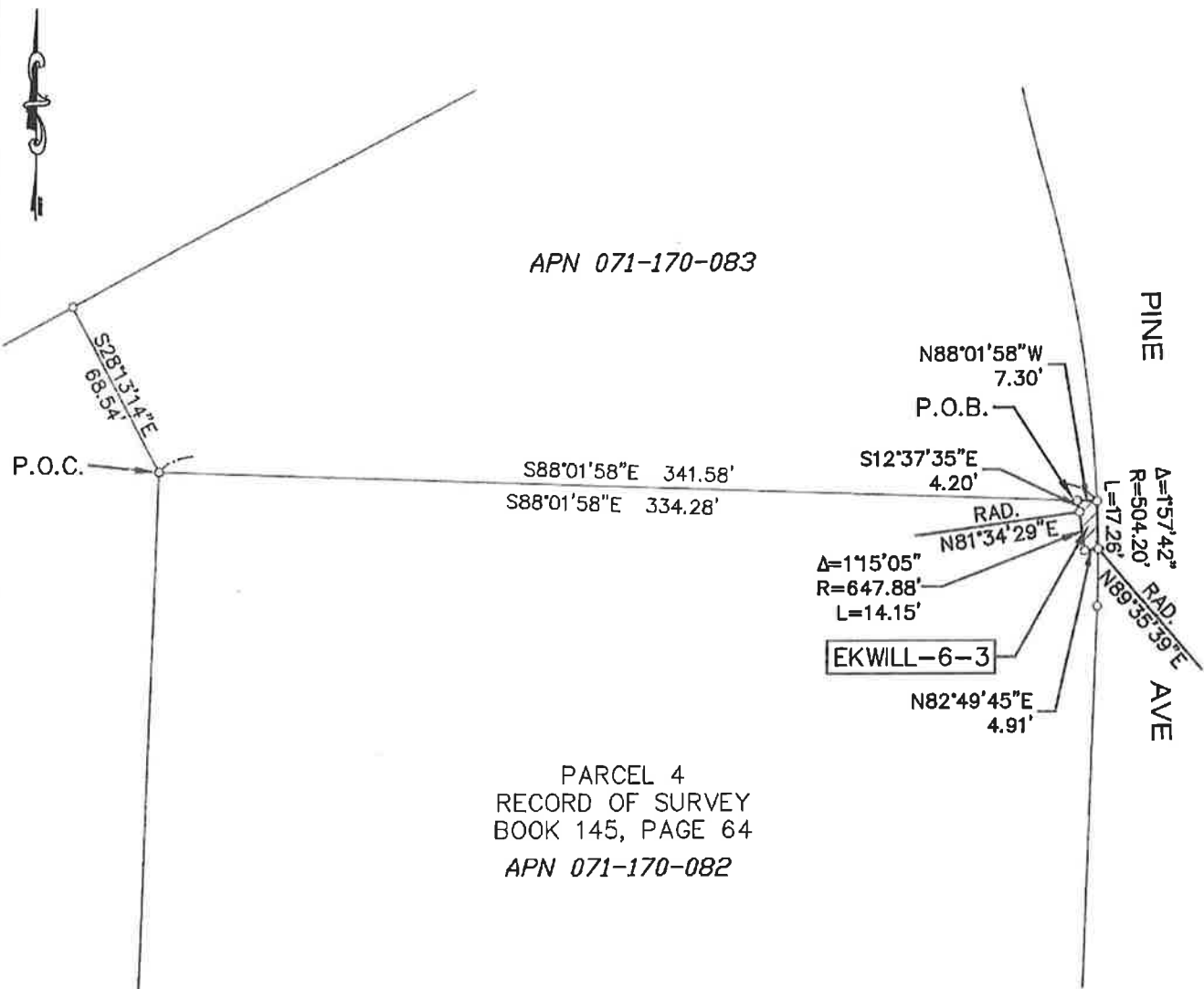
Mark E. Reinhardt, PLS

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

1-14-2015







LEGEND

P.O.B. Point of Beginning  
P.O.C. Point of Commencement



**MNS**  
ENGINEERS INC  
201 N. Calle Cesar Chavez, Ste 300  
Santa Barbara, CA 93103  
805.692.6921 Phone

ENGINEERING  
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CONSTRUCTION MANAGEMENT

EKWILL-6-3 TEMPORARY CONSTRUCTION  
EASEMENT EXHIBIT  
APN 071-170-082  
PINE AVENUE  
CITY OF GOLETA

Recording requested by:  
Hamner, Jewell & Associates  
Government Real Estate Services

When recorded, return to:  
City of Goleta  
City Clerk's Office  
130 Cremona Drive, Suite B  
Goleta, CA 93117  
Attn: City Clerk

APN: 071-170-082 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
No fee pursuant to Government Code § 6103  
No Documentary Transfer Tax per R&T Code § 11922  
No Recording Fee per Government Code § 27383

### **QUITCLAIM DEED**

For a valuable consideration, receipt of which is hereby acknowledged,

ROTTERDAM HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY  
COMPANY,

does hereby release, remise and forever quitclaim to

CITY OF GOLETA, a municipal corporation, its successors and assigns, as GRANTEE

any and all rights, title and interests in and to that certain real property in the City of GOLETA,  
County of Santa Barbara, State of California, specifically described in Exhibit "A" and depicted  
in Exhibit "B", attached hereto and incorporated herein.

ROTTERDAM HOLDINGS, LLC, A  
CALIFORNIA LIMITED LIABILITY  
COMPANY

Date: 01.30.19

By: [Signature]  
Name: MARC WINNIKOFF  
Title: MANAGING MEMBER

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

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

### Acknowledgment

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 Santa Barbara

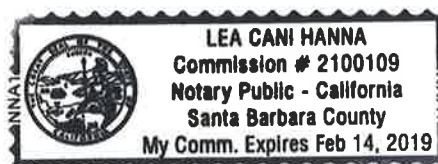
On January 30, 2019 before me, Lea Cani Hanna, Notary

Public, personally appeared Marc Winnikoff, 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 signatures(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 Lea Cani Hanna (Seal)



### Acknowledgment

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 signatures(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  
(Right of Way Legal Description)

Parcel: EKWILL-6-4

A portion of an easement for access and utility purposes in the City of Goleta, County of Santa Barbara, State of California as described in Exhibit C in an Easement and Subordination Agreement recorded June 26, 2002 as Instrument No. 2002-0061666 of Official Records in the office of the County Recorder of said County, described as follows:

That portion of said easement which lies over the following described real property:

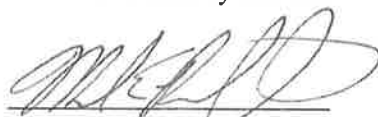
A portion of land in the City of Goleta, County of Santa Barbara, State of California, being a portion of Parcel 5 of Record of Survey for lot line adjustment, in the City of Goleta, County of Santa Barbara, State of California, as shown on map filed in Book 145, Page 64 of Record of Surveys, in the office of the County Recorder of said County. Said portion of land is described as follows:

Beginning at the southwest corner of said Parcel 5, said point being shown on record of survey recorded in Book 179, Pages 34 through 36 of Records of Survey in the office of the County Recorder of said County, being the northwesterly terminus of that line shown on said map as S 88° 01' 58" E, 341.58 feet; thence,

- 1st along the southerly boundary of said Parcel 5, S 88° 01' 58" E, 43.66 feet to the beginning of a non-tangent curve; thence,
- 2nd along the arc of said curve having a radius of 540.00 feet, being concave northwesterly, having a radial bearing of S 18° 06' 39" E and a central angle of 7° 28' 21" in a northeasterly direction 70.43 feet; thence,
- 3rd N 88° 33' 14" W, 123.92 feet to a point on the southwesterly boundary of said Parcel 5; thence,
- 4th along said southwesterly boundary S 28° 13' 14" E, 31.57 feet to the point of beginning.

Bearings and distances as shown herein are based upon the California Coordinate System of 1983 (CCS83) Zone 5.

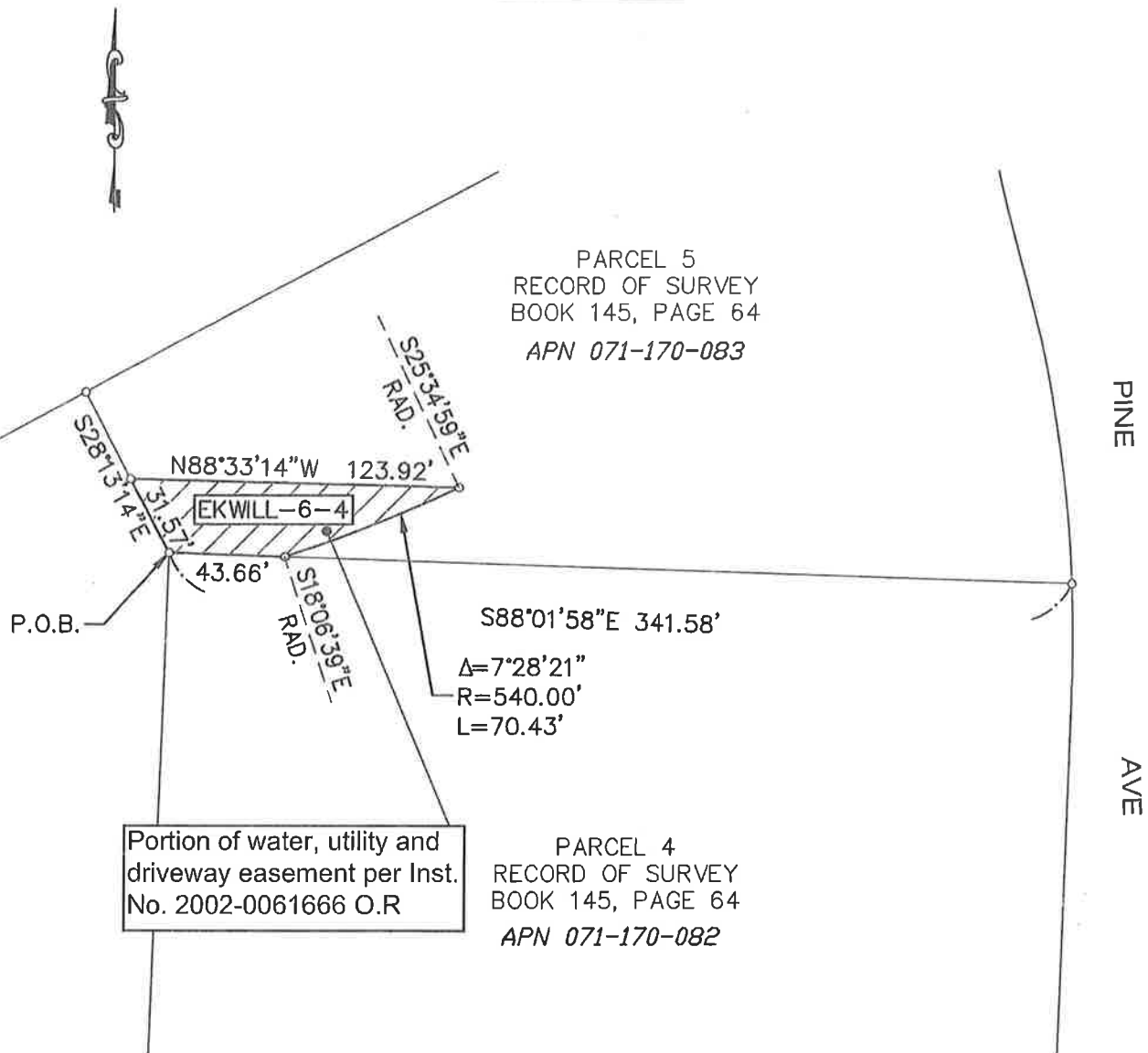
This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature:   
Mark E. Reinhardt, PLS

Date: Oct. 28, 2014



# EXHIBIT "B"



**MNS**  
ENGINEERS INC  
201 N. Calle Cesar Chavez, Ste 300  
Santa Barbara, CA 93103  
805.692.6921 Phone

ENGINEERING  
PLANNING  
SURVEYING  
CONSTRUCTION MANAGEMENT

CIGOL110006 \* EKWILL WEST 2-3-6-7 V2.dwg \* 10/28/2014 \* TR \* E-FILE