

WEST CAMPUS POINT PLANNED UNIT DEVELOPMENT
COMMON AREA LEASE

UNIVERSITY OF CALIFORNIA SANTA BARBARA

8/27/86

TABLE OF CONTENTS

COMMON AREA LEASE

	<u>Page</u>
PREAMBLE.....	1
ARTICLE I. DEFINITIONS AND EXHIBITS	2
1.01 Definitions.....	2
1.02 Exhibits.....	3
ARTICLE II. TRANSFER OF LEASEHOLD INTEREST AND BASIC TERMS OF LEASE.....	3
2.01 Transfer of Leasehold Interest.....	3
2.02 Term.....	3
2.03 Rent.....	3
2.04 State of Title.....	3
2.05 Uses and Purposes.....	4
2.06 Taxes and Assessments.....	4
2.07 Utilities.....	5
2.08 Compliance with Covenants, Conditions and Restrictions.	5
2.09 Ownership of Improvements...	6
2.10 Condition of Common Area....	6
2.11 Non-Liability of The Regents	6
2.12 Liens and Encumbrances.....	7
2.13 Insurance.....	7
ARTICLE III. IMPROVEMENT AND USE OF COMMON AREA.	7
3.01 Use.....	7
3.02 Improvements; Alterations...	8
3.03 Maintenance and Repair.....	8
3.04 Assignments and Subletting..	9
3.05 Encumbrances.....	9
3.06 Rights Reserved by The Regents.....	9
3.07 Reservation of Oil, Gas and Mineral Rights.....	10
ARTICLE IV. DEFAULT, TERMINATION AND CONDEMNATION.....	11
4.01 Default.....	11
4.02 Remedies.....	11
(a) Termination.....	11
(b) Recovery of Damages.....	12
(c) Strict Performance.....	12
(d) No Waiver.....	12
4.03 Attorneys' Fees.....	13

	<u>Page</u>
4.04 Surrender of Property.....	13
4.05 Right to Remove Personal Property.....	13
4.06 Condemnation.....	13
(a) Total Taking.....	13
(b) Partial Taking.....	13
(c) Award.....	13
(d) Voluntary Conveyance....	14
ARTICLE V. MISCELLANEOUS PROVISIONS.....	14
5.01 Safety and Health.....	14
5.02 Memorandum of Lease.....	14
5.03 Binding Effect.....	14
5.04 Notices.....	15
5.05 Time of the Essence.....	15
5.06 Nonmerger of Fee and Leasehold Estates.....	15
5.07 Captions, Gender and Number.	15
5.08 Governing Law and Construction.....	15
5.09 Unenforceability or Invalidity of Provision.....	16
5.10 Entire Agreement; Amendments	16
5.11 Assignment and Delegation by The Regents.....	16

EXHIBITS:

EXHIBIT "A" - Description and/or Map of Premises

EXHIBIT "B" - List of Encumbrances

WEST CAMPUS POINT PLANNED UNIT DEVELOPMENT

COMMON AREA LEASE

THIS COMMON AREA LEASE is made and entered into this _____ day of _____, 1986, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("The Regents"), and WEST CAMPUS POINT HOMEOWNERS' ASSOCIATION, a California mutual benefit corporation (the "Association").

PREAMBLE

1. The Regents owns certain real property located at West Campus Lane, County of Santa Barbara, State of California, described in the attached Exhibit A (the "Property").

2. The Regents intends to develop the property into sixty-five (65) Residential Lots, each containing one for-sale Residence, for the principal benefit and convenience of the members of the faculty and academic staff of the University of California (the "Housing Program").

3. The principal objective of the Housing Program is to strengthen the educational program at the University of California, Santa Barbara, by fostering an academic community near the campus, creating affordable for-sale housing for members of the University's faculty and academic staff, and assisting in the recruitment and retention of faculty.

4. The Association is a membership corporation, the members of which are owners of the Residences located on the Property.

5. The Association was formed, among other things, to lease from The Regents that portion of the Property not leased by Association members (herein "Common Area"), to manage such portion and to maintain certain property privately owned by members of the Association.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties to this Common Area Lease agree as follows:

ARTICLE I - DEFINITIONS AND EXHIBITS

Section 1.01. Definitions. As used in this Lease:

(a) "ARB" means the Architectural Review Board established pursuant to Article IX, section 2 of the CC&Rs.

(b) "Association" means the West Campus Point Homeowners Association, a California mutual benefit corporation, its successors and assigns.

(c) "Commencement Date" means the date first above written.

(d) "Common Area" means the real property leased pursuant to this Lease by The Regents to the Association for the common use and enjoyment of the Owners, consisting of all that area comprising Lot 66 on Exhibit "A" attached hereto and incorporated herein, together with any improvements now or hereafter existing thereon.

(e) "Declaration" or "CC&Rs" means the Declaration of Covenants, Conditions and Restrictions of the West Campus Point Planned Unit Development which was recorded on _____, 1986, as instrument No. _____, official records of the County of Santa Barbara, State of California.

(f) "Owner" means a lessee under a Residential Lot Lease.

(g) "Housing Program" means the program approved by The Regents for the development and construction of Residences in a community to be known as West Campus Point, for the benefit of the faculty and staff of the University, and it includes any amendments or modifications to such Housing Program which, after approval by The Regents, may from time to time be made.

(h) "Lease" means this Common Area Lease.

(i) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity as the context may require.

(j) "Property" means that certain real property located at West Campus Lane, County of Santa Barbara, State of California, described in Exhibit A attached hereto.

(k) "The Regents" means The Regents of the University of California or any designee or authorized agent thereof.

(l) "Regulations" means the West Campus Point Property Use and Maintenance Regulations as adopted by the Association and as hereafter amended.

(m) "Residence" means a residential structure or structures, including patio areas, enclosed yards and garages located on a Residential Lot.

(n) "Residential Lot" means Lots 1 through 65 as described in Exhibit "A."

(o) "Residential Lot Lease" means a lease entered into by The Regents and an Owner for a Residential Lot.

(p) "University" means the University of California, Santa Barbara.

Section 1.02. Exhibits. Each Exhibit, if any, to this Lease is incorporated herein by reference, and shall, together with this Lease be deemed one and the same instrument.

ARTICLE II - TRANSFER OF LEASEHOLD INTEREST AND BASIC TERMS OF LEASE

Section 2.01. Transfer of Leasehold Interest. In consideration of the faithful performance by the Association of all of the terms, covenants and conditions of this Lease by the Association, The Regents hereby leases to the Association, and the Association hires and leases from The Regents, the Common Area.

Section 2.02. Term. The term of this Lease shall commence on the Commencement Date and shall end on the later to occur of December 31, 2046, or the expiration or termination of the last Residential Lot Lease, subject, however, to earlier termination as provided in this Lease.

Section 2.03. Rent. In consideration of the leasing of the Common Area, the Association shall pay to The Regents rent of sixty-five dollars (\$65.00) per year, payable in advance on January 1 of each and every year during the term of this Lease commencing with the calendar year following the Commencement Date.

Section 2.04. State of Title. The Regents' title to the Common Area is now free and clear of any lien, charge, encumbrance, or claim except as may be referred to and described

in Exhibit "B" to this Lease, and shall so remain throughout the term of this Lease except as otherwise provided herein or as may be agreed to mutually by the parties hereto. At all times during the term of this Lease and so long as the Association is not in default under the terms hereof, the Association shall hold, occupy and enjoy the Common Area without disturbance or hindrance by The Regents or by any other person claiming under or by right of The Regents.

Section 2.05. Uses and Purposes.

(a) The Association shall not use, nor permit any other person, including an Owner, to use the Common Area in any way that constitutes a nuisance. The Association shall conform to, and cause any person using or occupying the Common Area and any person present in the Common Area by license or invitation of an Owner, to comply with the CC&Rs, the Regulations and with all other applicable public laws, ordinances and regulations. The Association will hold harmless The Regents from any penalty, damages or charge imposed for any violation of the CC&Rs, the Regulations or of any law, ordinance or other regulation applicable to the use and occupancy of the Common Area occasioned by the negligent or willful acts or omission of the Association, or any employee or agent thereof.

(b) Notwithstanding subsection 2.05(a), above, the Association shall have the right to contest, by appropriate judicial or administrative proceedings, without cost or expense to The Regents, the validity or application of any present or future law, ordinance or regulation which restricts use of the Common Area or which requires the Association to alter the Common Area. The Association shall not be in default under this Lease for failure to comply with such law, ordinance or regulation until a reasonable time following the final judgment and conclusion of appeals in any such administrative or judicial proceedings, provided that the Association shall protect The Regents and the Common Area from any lien by adequate security bond or other appropriate security.

Section 2.06. Taxes and Assessments.

(a) The Association will pay when due all taxes and assessments imposed by governmental entities against the Common Area. Any such tax or assessment may be paid in installments when allowed by the taxing or assessing governmental entity. The Association's obligation to pay taxes and assessments levied and assessed against the Common Area shall exclude any tax purported to be levied against the interest of The Regents in the Common Area or

any tax which has been assessed or properly applicable to the interest of an Owner.

(b) The Association will hold harmless The Regents from the payment of any tax or assessment required to be paid pursuant to subsection 2.06(a), above. Subject to the provisions of subsection 2.06(c), below, the Association will prevent any such tax or assessment from becoming a delinquency and lien on the Common Area or any part thereof. If the payment of any such tax or assessment shall be more than ninety (90) days delinquent The Regents shall have the right, but not the obligation, to pay such tax or assessment. If The Regents makes any such payment, the amount of the payment shall be immediately due and payable to The Regents by the Association and shall bear interest pending payment by the Association at the highest rate then permitted by law.

(c) The Association shall have the right, at its own cost, to refuse to pay and to contest the amount or validity of any tax or assessment by an appropriate proceeding diligently conducted in good faith. However, the Association's right to contest shall be exercised in such a manner as to avoid any exposure of the Common Area to foreclosure or execution sale. Pending final judgment in and appeal from any such proceeding, The Regents shall not have the right to pay, remove or discharge any tax or assessment so contested provided that the Association shall protect The Regents and the Common Area from any lien by adequate security bond or other security.

Section 2.07. Utilities. The Association will pay all charges for gas, water, sewer, electricity, telephone and other utility services used on or for the Common Area during the lease term (specifically including services to be provided under that certain Utilities Services Agreement of even date herewith by and between the Association and The Regents) and shall indemnify The Regents and the Common Area from and against any such charge or lien arising therefrom. If any such charge is not paid when due, The Regents may pay the same, and any amount so paid by The Regents shall thereupon become immediately due and payable to The Regents by the Association and shall bear interest pending payment at the highest rate permitted by law. In addition, the Association's right to certain water from The Regents is subject to the rights of The Regents under Article XX, Section 2 of the CC&Rs to restrict availability of water.

Section 2.08. Compliance with Covenants, Conditions and Restrictions. The Association shall, in all respects, comply with, be bound by and carry out all obligations imposed by the

CC&Rs on the Association. A violation of any such provision shall constitute a breach or default hereunder and entitle The Regents to exercise the remedies set forth herein.

Section 2.09. Ownership of Improvements. All improvements located in or on the Common Area at the Commencement Date are the property of The Regents. All improvements made or constructed on the Common Area following the effective date of the Lease shall be the property of the Association during the term of this Lease. Upon expiration or earlier termination of this Lease, all such improvements located on the Common Area shall become the property of The Regents, subject to the provisions of section 4.05 of this Lease.

Section 2.10. Condition of Common Area. The Association hereby accepts the Common Area "as is" and acknowledges that the Common Area is in satisfactory condition. The Regents shall not be responsible to the Association or to any Owner for any land subsidence, slippage, soil instability, or damage resulting from any such conditions.

Section 2.11. Non-Liability of The Regents. The Regents shall be free from all liability or loss by reason of injury or death to any person, or damage to or loss of property from whatever cause whether on the Common Area, or in any way connected with the Common Area or with the improvements or personal property on the Common Area, (a) arising from any use of the Common Area, or any part thereof, (b) caused by any defect in any building, structure or other improvement thereon or in any equipment or other facility located therein, (c) caused by or arising from any act or omission of the Association, or any of its agents, employees, licensees or invitees, (d) arising from any accident on the Common Area or any fire or other casualty thereon, (e) occasioned by the failure of the Association to maintain the Common Area in a safe condition, or (f) arising from any other cause whatsoever, except as occasioned by the act or omission or neglect of any duty by The Regents or its employees. The Association shall indemnify The Regents and save it harmless from and against any and all claims, actions, damages, liability and expenses, including attorney's fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any incurrence in, upon or at the Common Area or arising from or out of the Association's failure to comply with any provision of the Lease, or otherwise occasioned wholly or in part by any act or omission of the Association, its agents, contractors, employees or licensees. If The Regents shall, without fault on its part, be made party to any litigation commenced by or against the Association, the Association shall protect and hold The Regents harmless and pay all costs, expenses and reasonable attorney's fees incurred or paid by The Regents in connection therewith.

Section 2.12. Liens and Encumbrances. Subject to section 2.06 of this Lease, the Association will keep the Common Area free and clear of any liens or encumbrances created by the Association's acts or omissions or created by the performance of any labor for or the furnishing of any materials, supplies or equipment to the Association. The Association will hold harmless The Regents from any such liens, claims or demands, and from any related costs, damages or liability.

Section 2.13. Insurance. The Association, at its sole cost and expense, shall during the entire term hereof, procure, pay for and keep in force and effect all of the insurance required of the Association by the CC&Rs. The Regents shall have the right to review the coverage, form and amount of insurance required hereby at each fifth year anniversary of the Commencement Date of this Lease. If, in the sole opinion of The Regents, the insurance required by the CC&Rs to be maintained by the Association does not provide adequate protection to The Regents, then, subject to the rights of the Association to demand arbitration as set forth below, The Regents may require the Association to obtain insurance sufficient in coverage, form and amount to provide adequate protection to The Regents. If the Association does not agree with the changes requested by The Regents, the Association shall have the right to demand arbitration of the reasonableness of the proposed change. Unless otherwise agreed to by both parties, such arbitration shall be conducted in Santa Barbara County, California, in accordance with the rules and procedures of the American Arbitration Association or any successor thereto by arbitrators knowledgeable with respect to the types of insurance required by the CC&Rs.

ARTICLE III IMPROVEMENT AND USE OF COMMON AREA

Section 3.01. Use. The Association shall use the Common Area for the benefit and convenience of the residential development known as West Campus Point Planned Unit Development, as more fully provided in the CC&Rs. The Association shall not use or by affirmative action permit any person to so use all or any portion of the Common Area so as to disturb the Owners, or occupants of adjoining property, to constitute a nuisance, to violate any public law, ordinance or regulation, or to violate the CC&Rs as from time to time applicable to the Common Area. A violation of any such provision shall constitute a breach or default hereunder and shall entitle The Regents to exercise the remedies set forth herein. The Association shall have the right to grant such license and ingress and egress right of use as shall be reasonably required for use and enjoyment of the Common Area.

Section 3.02. Improvements; Alterations. No structure or addition or alteration to the exterior of any building or structure constructed upon the Common Area, including without limitation the installation of any equipment, apparatus, fixture, appliance or other item, shall be commenced by or at the request of the Association unless and until plans and specifications covering the proposed structure, addition or alteration have been first submitted to and approved by the ARB in accordance with Article IX of the CC&Rs. All such additions, alterations or structures shall be constructed at the Association's sole cost and expense and shall be maintained in a lien-free condition. Any such addition, alteration or structure shall comply in all respects with applicable building codes and governmental restrictions. The Association shall not, without the prior written approval of the ARB, requested and rendered in accordance with the requirements of the CC&Rs, permit or suffer the demolition or removal of any improvement located on any portion of the Common Area.

Section 3.03. Maintenance and Repair

(a) The Regents shall not be required or obligated to make any changes, alterations, additions, improvements or repairs in, on or about the Common Area, or any part thereof during the term of this Lease.

(b) At all times during the term of this Lease, the Association shall, at its sole cost and expense, keep and maintain the Common Area and all improvements located thereon and all facilities appurtenant thereto in first-class condition, order and repair at least equal in quality to that maintained by The Regents with respect to its own facilities and by other owners of properties of similar class and condition in the County of Santa Barbara, California. The Association shall maintain the entire Common Area, all improvements thereon and all landscaping and undeveloped areas thereon, in a clean, sanitary, orderly and attractive condition free from weeds, rubbish and debris. The Association will keep in force and effect throughout the term hereof a contract or other arrangement, satisfactory to The Regents in its sole discretion, for the maintenance of all landscaping, which contract shall be maintained with such company, person or entity (including the University) as The Regents may reasonably approve. All repairs, alterations, replacements or additions to improvements shall be at least equal to the original work in class and quality. The necessity and adequacy of such repairs and other work shall be measured by the same standard as set forth above for the original construction and maintenance.

(c) At all times during the term of this Lease the Association shall assess and collect from the Owners assessments reasonably adequate to fund reserves for maintenance and replacement of improvements located on the Common Area.

(d) Notwithstanding subsections (a) and (b), above, if the Association fails, within (fifteen) 15 days after the date of a notice in writing from The Regents to do so, to comply with the provisions of subsection 3.03(b) above, The Regents shall be entitled to, but shall not be obligated to enter the Common Area and perform such work as may be necessary to restore the Common Area and any improvements thereto the condition required by subsection 3.03(b), above, and all of The Regents' expenses in connection with such work shall be paid by the Association to The Regents upon demand, together with interest thereon at the highest rate permitted by law.

Section 3.04. Assignments and Subletting. Neither the Association nor any trustee, receiver or other successor to the Association shall, either voluntarily or by operation of law, assign, sell, encumber, pledge or otherwise transfer all or any part of the Association's leasehold estate hereunder or permit the Common Area to be occupied by anyone other than those persons permitted under the CC&Rs, or sublet the Common Area or any portion thereof (except for social events held by or for the benefit of one or more Owners) without the University's prior written consent in each instance, which consent may be withheld for any reason or no reason.

Section 3.05. Encumbrances. The Association may not subordinate this Lease to any mortgage or deed of trust, nor may the Association assign or otherwise transfer its interest in this Lease or in the Common Area to a trustee under a deed of trust or to a mortgagee under a mortgage without the express, prior written consent of The Regents, which consent may be withheld for any reason or no reason.

Section 3.06. Rights Reserved by The Regents.

(a) The Regents reserves the right to enter and to permit the County of Santa Barbara and other governmental bodies and public utilities to enter upon the Common Area for the purposes of ingress, egress, installing, using, operating, maintaining, renewing, relocating and replacing such underground, or other water, oil, steam, gas, storm sewer, sanitary sewer and other pipelines and telephone, electric, power, cable television and other lines, conduits and transmission equipment and facilities as The Regents may deem desirable in connection with the development or use of

the Common Area or any other property in the neighborhood whether or not owned by The Regents, provided, however, that all such pipelines, lines, conduits and transmission equipment and facilities shall be buried or otherwise placed so as not to interfere with the use or stability of any Residence or other improvement to the Common Area. The Regents shall indemnify and reimburse the Association for any loss or damage actually incurred or sustained by the Association as a result or arising out of the exercise by The Regents of any right reserved in this section.

(b) The Regents reserves the right (i) to enter upon the Common Area for purposes of construction of the Residences and improvements located in the Common Area, and (ii) to use the roads and paths in the Common Area for ingress, egress and transit on the Property.

Section 3.07. Reservation of Oil, Gas and Mineral Rights.
The Regents reserves unto itself and its assigns from all property leased hereunder:

(a) Any oil, gas, or any other hydrocarbon or mineral substance and accompanying fluids, including all geothermal resources, that may be within or under the Common Area including the rights to explore, mine, drill, slant drill, produce, maintain subsurface pressures, and utilize subsurface storage space for any such substance or resource. This reservation does not include the right of entry from surface access from the Common Area.

(b) Any and all water rights or interest therein, together with the right and power to explore, drill, redrill, remove and store the same from the Common Area or to divert or otherwise utilize such water rights or interests on any other property owned or leased by The Regents, whether such water right shall be riparian, overlying, appropriative, percolating, littoral, prescriptive, adjudicated, statutory or contractual; but without, however, any right to enter upon the surface of the Common Area in the exercise of such rights.

(c) Neither the Association nor any Owners shall be disturbed in his or her or its quiet enjoyment and peaceful use of the Common Area by any exploration, drilling or production activities.

ARTICLE IV
DEFAULT, TERMINATION AND CONDEMNATION

Section 4.01. Default. The occurrence of any one or more of the following events constitutes a default hereunder by the Association:

(a) Failure to pay when due any rent, tax, assessment or other charge upon the Common Area when due and payable where such failure shall continue for a period of ten (10) days after written notice thereof from The Regents to the Association.

(b) Failure by the Association to perform any other expressed or implied covenant which it is required hereunder to perform hereby, should such failure continue for thirty (30) days after written notice thereof from The Regents to the Association specifying the particulars of such default; provided, however, that if the nature of the Association's default is such that more than thirty (30) days are reasonably required for its cure, then the Association shall not be deemed to be in default if the Association shall commence such cure within said thirty (30) days and thereafter diligently prosecute such cure to completion.

(c) Appointment of a receiver, custodian or trustee to take possession of all or substantially all of the assets of the Association who shall not be removed within thirty (30) days of such appointment, except for a receiver appointed at the instance of The Regents to take possession of the Association's interest in the Common Area, or (ii) making a general assignment for the benefit of creditors; (iii) becoming unable or failing to pay its debts as they mature; or (iv) any action taken or suffered by the Association under any reorganization, insolvency or bankruptcy law or proceeding involving the Association as the debtor, which is not dismissed within thirty (30) days after commencement thereof.

Section 4.02. Remedies. If any default by the Association shall continue uncured, following notice of default, where required by this Lease, for the period applicable to the default under the applicable provision of this Lease, The Regents may resort, cumulatively or in the alternative, to the following remedies, as well as to any one or more other remedies provided by law or equity:

(a) Termination. The Regents may, at The Regent's election, terminate this Lease by giving the Association notice of termination. On the giving of the notice, all of the Association's rights in the Common Area and every part

thereof shall terminate. The Regents shall not be deemed to have terminated this Lease unless The Regents shall have so declared in writing to the Association, nor shall The Regents be deemed to have accepted or consented to an abandonment by the Association by performing acts intended to maintain or preserve the Common Area or appointing a receiver to protect The Regent's interest under the Lease. Promptly after notice of termination, the Association shall surrender and vacate the Common Area and all improvements thereto and The Regents may re-enter and take possession of the Common Area and all improvements thereon. Termination under this paragraph shall not relieve the Association from the payment of any sum then due to The Regents or from any claim for damages previously accrued or then accruing against the Association.

(b) Recovery of Damages. The Regents shall be entitled, at The Regents' election, to damages equal to the amount necessary to compensate The Regents for all the detriment proximately caused by the Association's failure to perform the Association's obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom. Such amount shall include, but not be limited to such expenses, including attorneys' fees and costs, as The Regents may have paid, assumed or incurred in recovering possession of the Common Area or of placing the Common Area in good order and condition.

(c) Strict Performance. The Regents may require strict performance of all covenants and obligations herein as the same shall accrue or become due and have a right of action therefor without awaiting the end of the term of this Lease. Nothing contained herein shall affect, change or waive any rights of The Regents to obtain equitable relief when such relief is otherwise appropriate or to obtain the relief provided by California Code of Civil Procedure sections 1159, et seq., relating to actions for unlawful detainer, forceable entry, or forceable detainer. If The Regents obtains possession of the Common Area under a judgment pursuant to section 1174 of the Code of Civil Procedure or if The Regents by written notice declares this Lease to be terminated because of the breach of this Lease, then The Regents may repossess and enjoy the Common Area, together with all additions, alterations and improvements thereto.

(d) No Waiver. The Regents' election to perform any obligation of the Association under this Lease or its refusal to do so shall not constitute a waiver of any right or a remedy for the Association's default, and the Association shall promptly reimburse, defend and indemnify

The Regents against all liability, loss and expense arising therefrom.

Section 4.03. Attorneys' Fees. In the event that either The Regents or the Association brings suit against the other to enforce rights under this Lease, each party shall bear the expense of their own attorneys' fees.

Section 4.04. Surrender of Property. Upon the expiration of the term of this Lease, including any extension thereof, or upon an earlier termination of this Lease, the Association shall quit and surrender the Common Area to The Regents without further obligation on the part of either party to this Lease, free and clear of all liens and encumbrances other than easements created by or with the approval of The Regents.

Section 4.05. Right to Remove Personal Property. Upon the expiration of the terms of this Lease or its earlier termination, the Association may remove any and all personal property from the Common Area. Any personal property not so removed within sixty (60) days shall become the property of The Regents.

Section 4.06. Condemnation. Subject to the provisions of Article XIV of the CC&Rs, the following shall apply:

(a) Total Taking. If during the term hereof a public authority shall take under the power of eminent domain all or substantially all of the Common Area, then the leasehold estate of the Association in and to the Common Area shall cease and terminate as of the date the actual physical possession thereof shall be taken.

(b) Partial Taking. If during the term of this Lease there shall be a taking of a portion of the Common Area by a public authority under the power of eminent domain, this Lease shall terminate as to the portion of the Common Area taken as of the date upon which actual possession is taken pursuant to said eminent domain proceedings but the Lease shall continue in force and effect as to the remainder of the Common Area. There shall be no abatement of rent as the result of a partial taking.

(c) Award. All compensation and damages awarded for the taking of the Common Area or any portion thereof shall belong to and be the sole property of The Regents, and the Association shall not have any claim or be entitled to any award for diminution of value of its leasehold hereunder or for the value of any unexpired term of this Lease; provided, however, that the Association shall be entitled to any award that may be made for the taking of or injury to any improvements installed and constructed upon the Common Area

at the expense of the Association, or on account of any cost of loss the Association may sustain in the removal of the Association's fixtures, equipment and furnishings, or as a result of any alterations, modifications or repairs which may be reasonably required by the Association in order to place the remaining portion of the Common Area not so condemned in a suitable condition for the continuance of the Association's tenancy.

(d) Voluntary Conveyance. A voluntary conveyance by The Regents to a public authority under threat of eminent domain in lieu of formal proceedings shall be deemed a taking within the meaning of this Article.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.01. Safety and Health. The Association will comply with all laws and regulations promulgated by all relevant governmental authorities, including but not limited to the requirements of the Occupational Health and Safety Act of 1970 and any analogous California legislation (collectively "OSHA") to the extent that OSHA applies to the Common Area and any activities thereon. Without limiting the generality of the foregoing, the Association will maintain any work area, all machinery, structures, electrical facilities and the like upon the Common Area in a condition that fully complies with the requirements of OSHA. The Association shall indemnify and hold harmless The Regents from any liability, claims or damages arising as a result of a breach of this section and from all costs, expenses and charges arising therefrom including, without limitation, attorneys' fees and court costs incurred by The Regents.

Section 5.02. Memorandum of Lease. Concurrently with the execution of this Lease, the parties shall execute and acknowledge a memorandum of this Lease for the purpose of recording that document in the office of the Santa Barbara County Recorder. Such memorandum shall contain a description of the Common Area, the names of The Regents and the Association, and the term of this Lease.

Section 5.03. Binding Effect. The provisions of this Lease shall bind the successors and assigns hereof, provided that this section 5.03 shall not be deemed to authorize or permit the assignment of any interest in the Common Area other than in strict compliance with the provisions of this Lease.

Section 5.04. Notices.

(a) All notices required to be given under this Lease shall be in writing and shall be deemed to have been given when hand delivered to the addressee or deposited in the United States mail properly addressed to the addressee with postage prepaid in certified or registered form, return receipt requested.

(b) All notices to The Regents shall be delivered or mailed to The Regents of the University of California, Office of the Treasurer, 615 University Hall, 2199 Addison Street, Berkeley, California 94720, with a copy to the Faculty Housing Manager, University of California, Santa Barbara, California, or to such other address as The Regents may, by notice hereunder, from time to time by notice direct.

(c) All notices to the Association shall be delivered or mailed to the Association, c/o the Faculty Housing Coordinator, University of California, Santa Barbara, California, or to such other address as the Association may from time to time by notice direct.

Section 5.05. Time of the Essence. The parties agree that time is of the essence of this Lease, and, accordingly, time limits stated in this Lease shall be strictly observed.

Section 5.06. Nonmerger of Fee and Leasehold Estates. If under any circumstances both The Regents' fee interest in the Common Area and any subordinate leasehold interest in the Common Area become vested in the same owner, the Lease shall not be extinguished by application of the doctrine of merger except at the express election of such owner.

Section 5.07. Captions, Gender and Number.

(a) The captions used in this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify its terms or provisions.

(b) As used in this Lease, the use of one gender shall include the other and the use of the singular shall include the plural, and vice versa, as the context may require.

Section 5.08. Governing Law and Construction. This Lease shall be construed and interpreted in accordance with and governed by the laws of the State of California. The language in all parts of this Lease shall be construed according to its fair meaning and not strictly for or against The Regents or the Association.

Section 5.09. Unenforceability or Invalidity of Provision. If and to the extent that any provision of this Lease should be found invalid, void, or unenforceable by a court of competent jurisdiction, or so rendered by legislative or administrative action, the validity of the remainder of this Lease shall not be affected and shall remain in full force and effect as if this Lease had been executed with the portion held to be invalid, void, or unenforceable eliminated. To accomplish the intentions of the parties as expressed in this Lease, the parties shall, if necessary, conclude an amendment to this Lease, on terms that are reasonable and which will accomplish as nearly as possible the original intention of the parties as reflected in the portion held to be invalid, void, or unenforceable.

Section 5.10. Entire Agreement; Amendments. This Lease contains all of the agreements between The Regents and the Association relating in any manner to the subject matter of this Lease. No prior agreement or understanding with respect to the same shall be valid or of any force or effect, and no provision of this Lease shall be altered or added to, except in writing, signed by The Regents and the Association. No representation, inducement, or understanding of any nature made, stated, or represented on behalf of either party to this Lease, either orally or in writing, has induced the other party to enter into this Lease, except as set forth herein.

Section 5.11. Assignment and Delegation by The Regents. Notwithstanding any other provision of this Lease, The Regents reserves the right to assign and delegate its rights and duties under this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

BY Robert J. [Signature]
Vice Chancellor, Administrative Affairs

WEST CAMPUS POINT
HOMEOWNERS' ASSOCIATION

BY [Signature]
President

EXHIBIT "A" TO
COMMON AREA LEASE

--

DESCRIPTION AND/OR MAP OF PREMISES

EXHIBIT "A"

That certain real property in the county of Santa Barbara, State of California, being a portion of the Rancho Los Dos Pueblos, according to the patent thereof recorded in Book A, Page 323 of Patents, as shown on a Record of Survey of the Devereux School property, filed in Book 83, Page 92 of Records of Survey, records of said County, described as follows:

Commencing at the northeast corner of the 221.47 acre tract as shown on said Record of Survey;

Thence S. $0^{\circ} 00' 54''$ W. along the east line of said 221.47 acre tract for 1672.24 feet to the true point of beginning;

Thence 1st, S. $0^{\circ} 00' 54''$ W. continuing along said east line for 636.40 feet;

Thence 2nd, N. $85^{\circ} 21' 23''$ W. for 776.37 feet;

Thence 3rd, N. $44^{\circ} 08' 43''$ W. for 114.07 feet to a point on the 32.95 acres parcel as shown on said Record of Survey;

Thence 4th, N. $45^{\circ} 50' 05''$ E. for 197.82 feet to the beginning of a non tangent curve to the left having a delta of $43^{\circ} 25' 44''$ and a radius of 175.00 feet, the radial center of which bears N. $44^{\circ} 11' 32''$ W.;

Thence 5th, Northwesterly along the arc of said curve for 132.65 feet;

Thence 6th, N. $2^{\circ} 17' 09''$ E. for 116.93 feet to a non tangent curve to the left having a delta of $24^{\circ} 21' 22''$ and a radius of 350.00 feet, the radial center of which bears N. $87^{\circ} 39' 43''$ W.;

Thence 7th, Northwesterly along the arc of said curve for 148.78 feet;

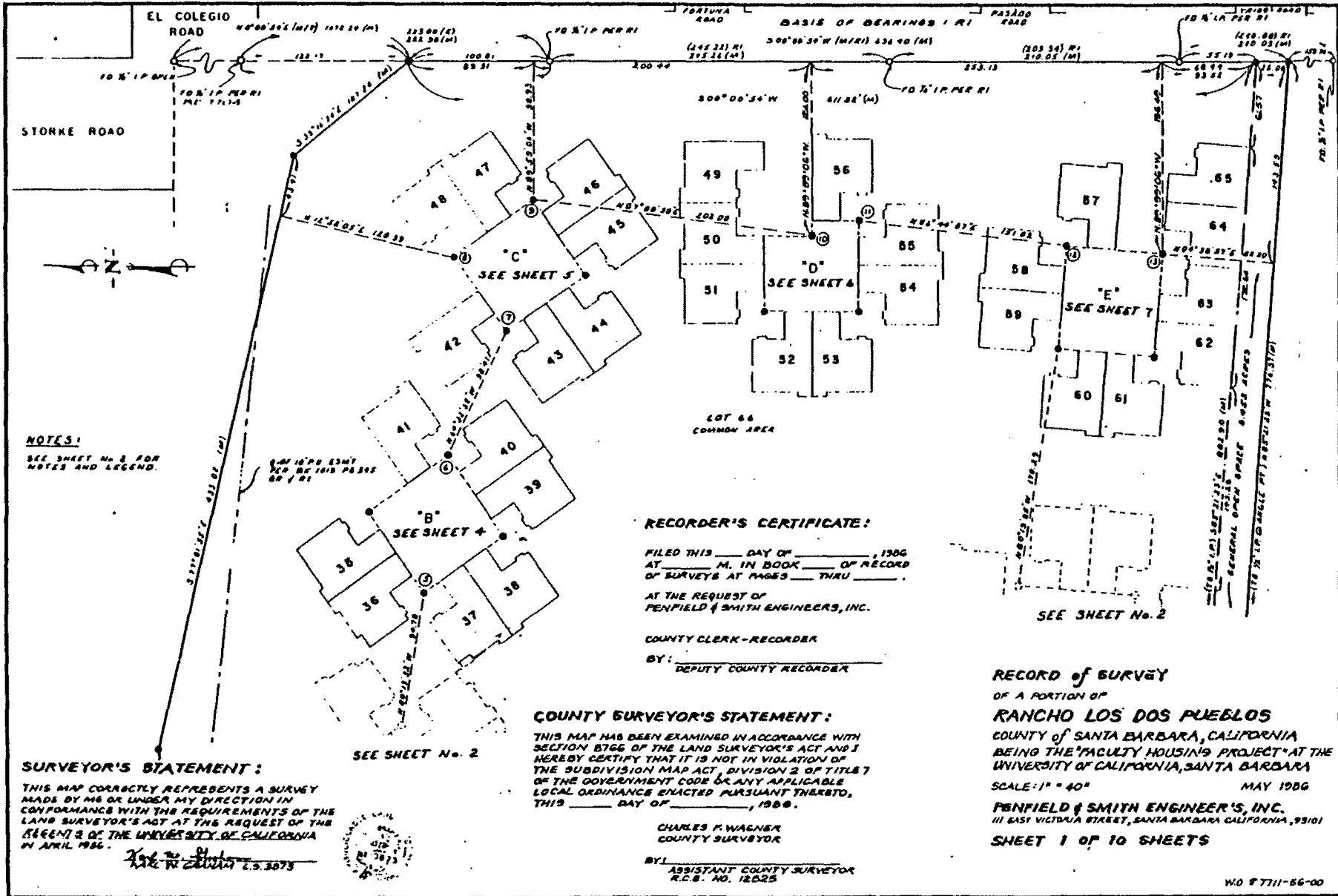
Thence 8th, N. $25^{\circ} 51' 38''$ E. for 76.89 feet;

Thence 9th, North for 67.97 feet;

Thence 10th, N. $84^{\circ} 00' 53''$ E. for 156.69 feet;

Thence 11th, S. $77^{\circ} 01' 55''$ E. for 433.02 feet;

Thence 12th, S. $39^{\circ} 16' 54''$ E. for 107.24 feet to the point of beginning.



NOTES:
SEE SHEET No. 2 FOR NOTES AND LEGEND.

SURVEYOR'S STATEMENT:
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA IN APRIL 1966.

Charles F. Wagner
COUNTY SURVEYOR
S.S. 3073

RECORDER'S CERTIFICATE:
FILED THIS _____ DAY OF _____, 1966
AT _____ M. IN BOOK _____ OF RECORD
OF SURVEYS AT PAGES _____ THRU _____
AT THE REQUEST OF
PENFIELD & SMITH ENGINEERS, INC.
COUNTY CLERK-RECORDER
BY: _____
DEPUTY COUNTY RECORDER

COUNTY SURVEYOR'S STATEMENT:
THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE LAND SURVEYOR'S ACT AND I HEREBY CERTIFY THAT IT IS NOT IN VIOLATION OF THE SUBDIVISION MAP ACT, DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OR ANY APPLICABLE LOCAL ORDINANCE ENACTED PURSUANT THERETO, THIS _____ DAY OF _____, 1966.

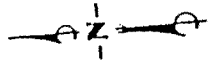
Charles F. Wagner
COUNTY SURVEYOR
BY: _____
ASSISTANT COUNTY SURVEYOR
R.C.S. NO. 12025

RECORD OF SURVEY
OF A PORTION OF
RANCHO LOS DOS PUEBLOS
COUNTY OF SANTA BARBARA, CALIFORNIA
BEING THE 'FACULTY HOUSING' PROJECT AT THE UNIVERSITY OF CALIFORNIA, SANTA BARBARA
SCALE: 1" = 40'
MAY 1966
PENFIELD & SMITH ENGINEER'S, INC.
111 EAST VICTORIA STREET, SANTA BARBARA CALIFORNIA, 93101
SHEET 1 OF 10 SHEETS

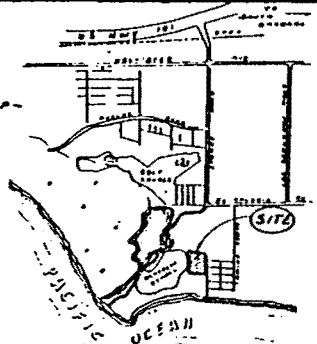
WD 7711-56-00

7711-1

Exhibit "A" 7711-1

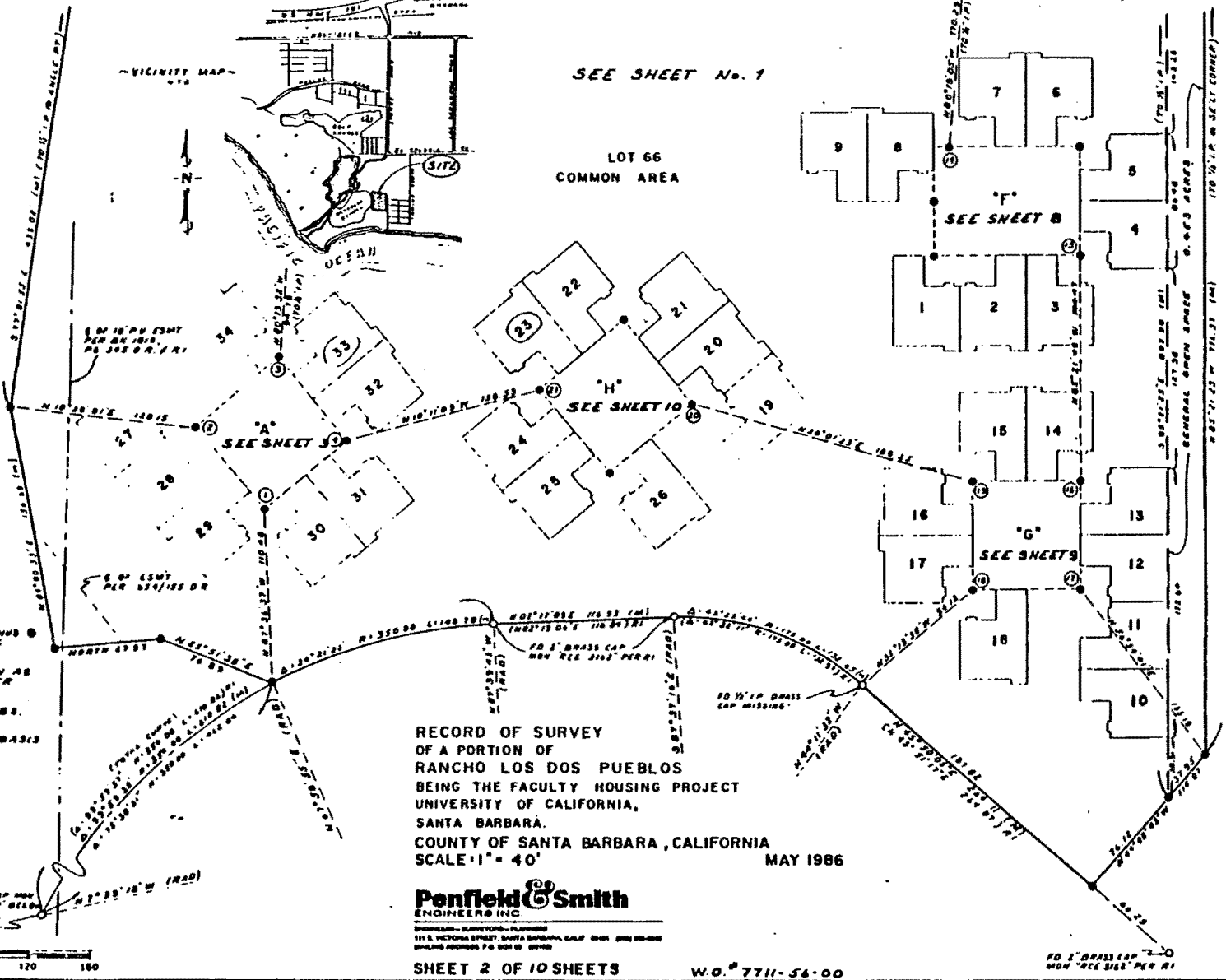


VICINITY MAP



SEE SHEET No. 1

LOT 66 COMMON AREA



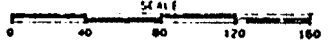
NOTES:
 SOLID CIRCLES SHOWN THUS \odot
 DENOTE $\frac{1}{4}$ " I.P. SET WITH
 MARKED "L6 3875"
 ALL MONS SHOWN HEREON AS
 FOUND ARE RECORD PER
 BK 83 PG 82 R/3.
 N1 - RECORD PER BK. 83,
 PG 82 R/3.
 SEE SHEET No. 1 FOR BASIS
 OF BEARINGS

RECORD OF SURVEY
 OF A PORTION OF
 RANCHO LOS DOS PUEBLOS
 BEING THE FACULTY HOUSING PROJECT
 UNIVERSITY OF CALIFORNIA,
 SANTA BARBARA,
 COUNTY OF SANTA BARBARA, CALIFORNIA
 SCALE: 1" = 40'
 MAY 1986

Penfield & Smith
 ENGINEERS INC.

ENGINEERS - SURVEYORS - PLANNERS
 111 E. VICTORIA STREET, SANTA BARBARA, CALIF. 93101 (949) 965-0500
 SHALING ADDRESS: P.O. BOX 65 (949) 965-0500

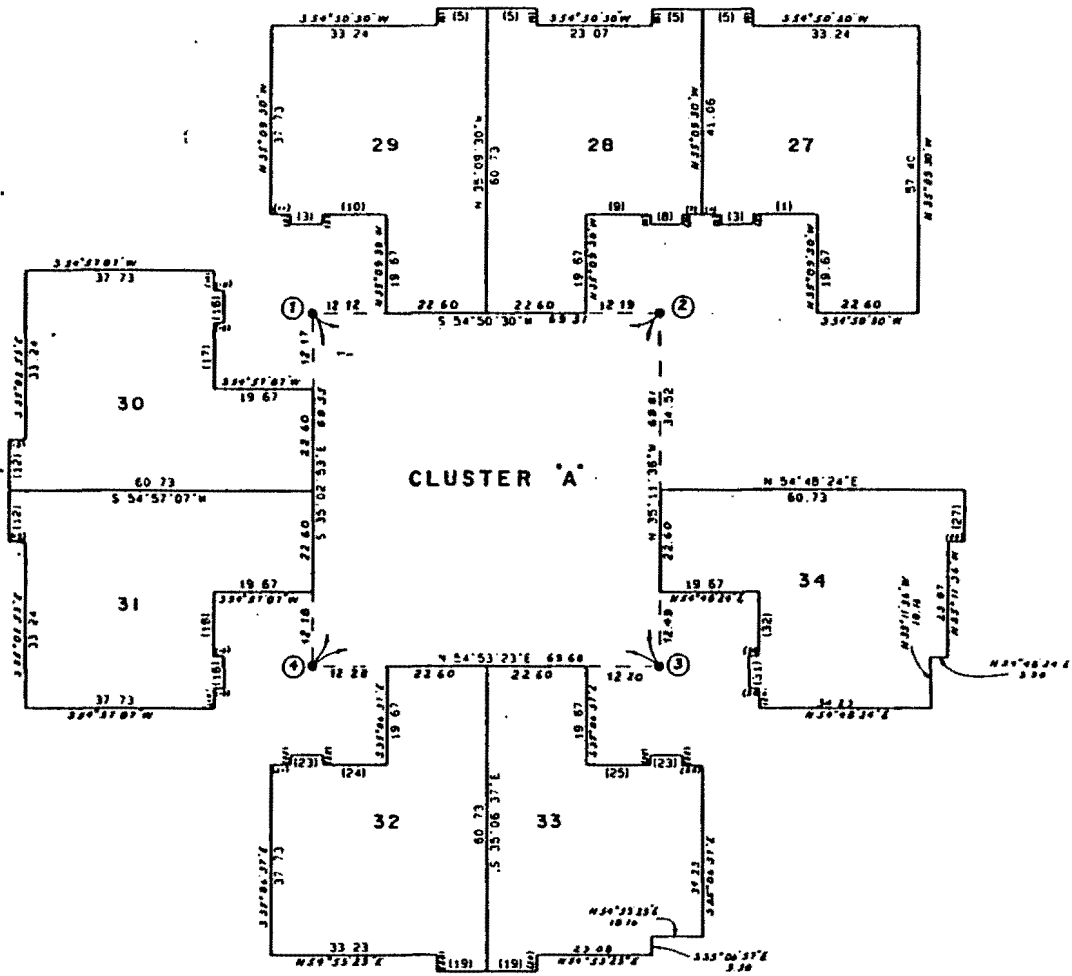
SHEET 2 OF 10 SHEETS W.O. # 7711-56-00



FO 1" BRASS CAP
 MON "ALL SIZES" PER R1

7711-2

Exhibit "A"



TANGENT TABLE		
NO.	DISTANCE	BEARING
1	10.43	S 54° 50' 30" W
2	2.00	S 35° 09' 30" E
3	8.38	S 54° 50' 30" W
4	3.83	S 54° 50' 30" W
5	10.00	N 54° 50' 30" E
6	3.33	S 35° 09' 30" E
7	3.82	S 54° 50' 30" W
8	8.40	S 54° 50' 30" W
9	10.24	S 54° 50' 30" W
10	10.28	S 54° 50' 30" W
11	4.01	S 54° 50' 30" W
12	10.00	N 35° 02' 53" W
13	3.33	N 54° 57' 07" E
14	4.00	S 35° 08' 53" E
15	2.00	N 54° 57' 07" E
16	8.40	S 35° 02' 53" E
17	10.24	S 35° 02' 53" E
18	10.24	S 35° 02' 53" E
19	10.01	S 54° 53' 23" W
20	3.33	N 35° 06' 37" W
21	3.08	N 54° 53' 23" E
22	2.00	N 35° 06' 37" W
23	8.40	N 54° 53' 23" E
24	10.24	N 54° 53' 23" E
25	10.24	N 54° 53' 23" E
26	4.00	N 54° 53' 23" E
27	10.17	S 35° 11' 36" E
28	3.33	S 54° 48' 24" W
29	3.87	N 35° 11' 36" W
30	2.00	S 54° 48' 24" W
31	8.40	N 35° 11' 36" W
32	10.43	N 35° 11' 36" W



NOTES:
 SEE SHEET No. 1 FOR BASIS OF BEARINGS.
 SEE SHEET No. 2 FOR NOTES AND LEGEND.

CLUSTER "A"
 RECORD OF SURVEY
 OF A PORTION OF
 RANCHO LOS DOS PUEBLOS
 BEING THE FACULTY HOUSING PROJECT
 UNIVERSITY OF CALIFORNIA,
 SANTA BARBARA.

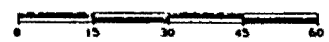
COUNTY OF SANTA BARBARA, CALIFORNIA
 SCALE 1" = 15'
 MAY 1986

Penfield & Smith
 ENGINEERS INC.

ENGINEERS - SURVEYORS - PLANNERS
 111 E. VICTORIA STREET, SANTA BARBARA, CALIF. 93101 (805) 965-4200
 MAILING ADDRESS: P.O. BOX 201, 93102

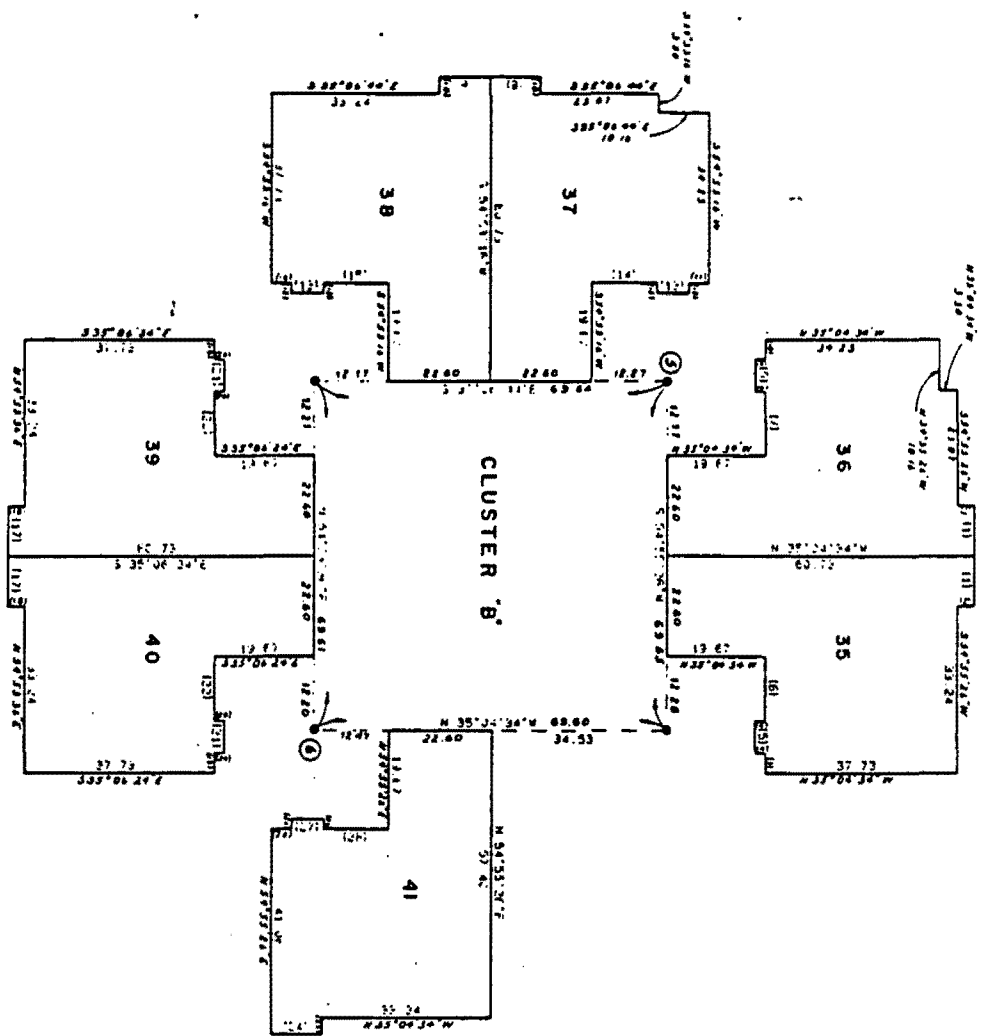
SHEET 3 OF 10 SHEETS

W.O. 7711-54-00



7711-5

Exhibit "A"



TABLE

NO.	DISTANCE	BEARING
1	10.01	N 54° 55' 26" E
2	3.33	S 35° 04' 34" E
3	4.00	S 54° 55' 26" W
4	2.00	S 35° 04' 34" E
5	6.40	S 54° 55' 26" W
6	10.44	S 54° 55' 26" W
7	10.40	S 54° 55' 26" W
8	4.04	S 54° 55' 26" W
9	10.00	M 35° 06' 44" W
10	3.33	M 54° 53' 16" E
11	4.00	S 35° 06' 44" E
12	2.00	M 54° 53' 16" E
13	6.40	S 35° 06' 44" E
14	10.44	S 35° 06' 44" E
15	10.44	S 35° 06' 44" E
16	3.98	S 35° 06' 44" E
17	10.00	S 54° 53' 26" W
18	3.33	M 35° 06' 24" W
19	4.00	M 54° 53' 16" E
20	2.00	M 35° 06' 24" W
21	6.40	M 54° 53' 26" E
22	10.44	M 54° 53' 26" E
23	3.33	M 54° 53' 26" E
24	10.17	S 35° 04' 34" E
25	4.02	M 35° 04' 34" E
26	2.00	S 54° 55' 26" W
27	6.40	M 35° 04' 34" E
28	10.38	M 35° 04' 34" E

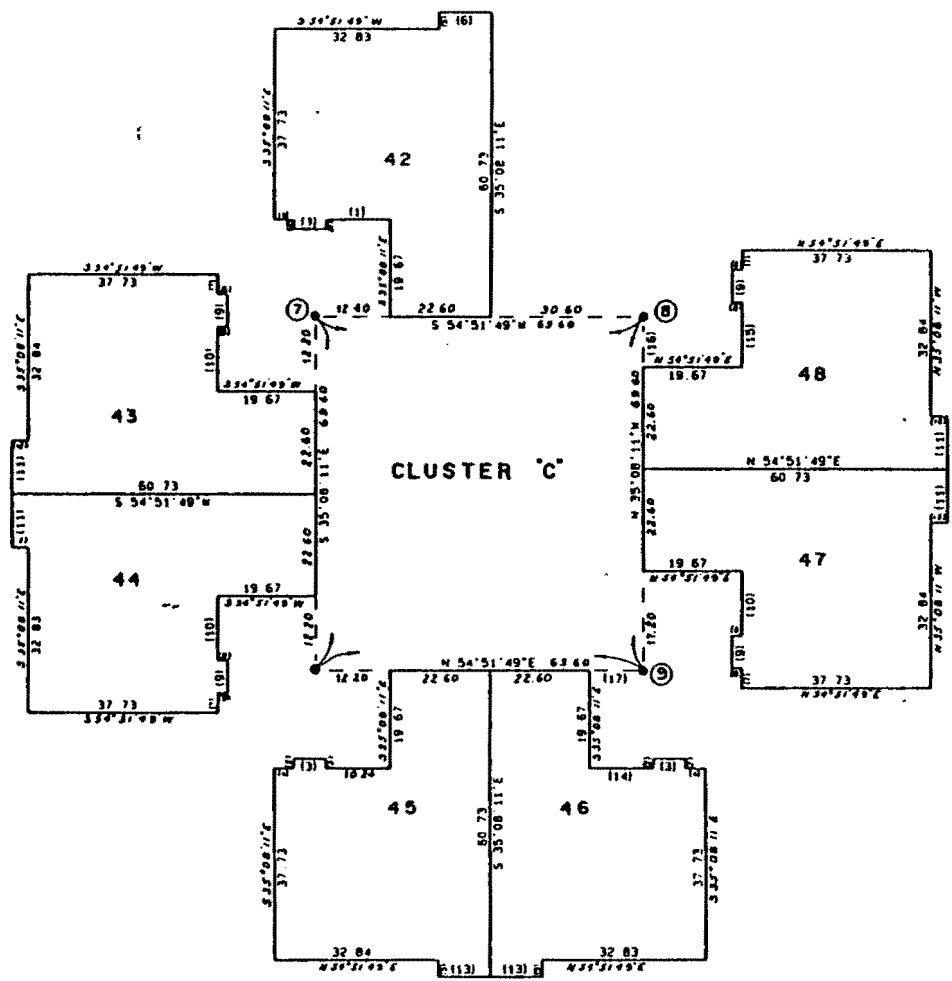
NOTES:
 SEE SHEET NO. 1 FOR BASIS OF BEARINGS
 SEE SHEET NO. 2 FOR NOTES AND LEGEND

CLUSTER "B"
 RECORD OF SURVEY
 OF A PORTION OF
 RANCHO LOS DOS PUEBLOS
 BEING THE FACULTY HOUSING PROJECT
 UNIVERSITY OF CALIFORNIA,
 SANTA BARBARA.
 COUNTY OF SANTA BARBARA, CALIFORNIA
 SCALE: 1" = 15'
 MAY 1986

Penfield & Smith
 ENGINEERS INC.
 111 E. WASHINGTON STREET, SANTA BARBARA, CALIF. 93101 (805) 964-0400
 LICENSE NO. 10000

SHEET 4 OF 10 SHEETS

NO. 7711-56-00



TANGENT TABLE		
NO	DISTANCE	BEARING
1	10.40	S 54° 51' 49" W
2	2.00	S 35° 08' 11" E
3	6.40	S 54° 51' 49" W
4	4.00	S 54° 51' 49" W
5	3.33	N 35° 08' 11" W
6	10.57	N 54° 51' 49" E
7	4.00	S 35° 08' 11" E
8	2.00	N 54° 51' 49" E
9	6.40	S 35° 08' 11" E
10	10.24	S 35° 08' 11" E
11	10.41	N 35° 08' 11" W
12	3.33	N 54° 51' 49" E
13	10.41	N 54° 51' 49" E
14	10.24	N 54° 51' 49" E
15	10.24	N 35° 08' 11" W
16	1.20	S 35° 08' 11" E
17	8.20	S 54° 51' 49" W



NOTES:
 SEE SHEET No. 1 FOR BASIS OF BEARINGS.
 SEE SHEET No. 2 FOR NOTES AND LEGEND.

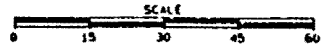
CLUSTER "C"
 RECORD OF SURVEY
 OF A PORTION OF
 RANCHO LOS DOS PUEBLOS
 BEING THE FACULTY HOUSING PROJECT
 UNIVERSITY OF CALIFORNIA,
 SANTA BARBARA.

COUNTY OF SANTA BARBARA, CALIFORNIA
 SCALE 1" = 15'
 MAY 1986

Penfield & Smith
 ENGINEERS INC.
 BUSINESS SURVEYORS - PLANNERS
 111 E. VICTORIA STREET, SANTA BARBARA, CALIF. 93101 (805) 965-0808
 MAILING ADDRESS: P.O. BOX 81 (93102)

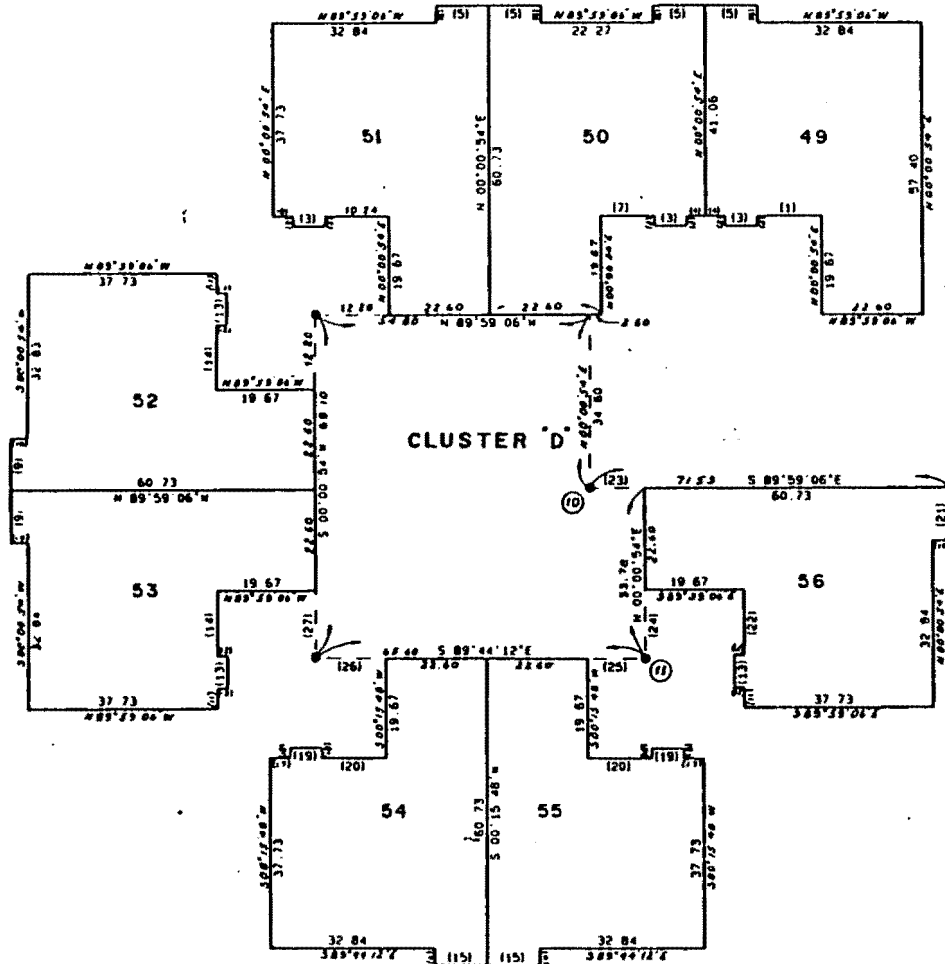
SHEET 5 OF 10 SHEETS

W.O. 7711-56-00

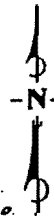


7711-5

Exhibit "A"



TANGENT TABLE		
NO	DISTANCE	BEARING
1	10.44	N 89° 59' 06" W
2	2.00	S 00° 00' 54" W
3	6.40	N 89° 59' 06" W
4	3.33	N 89° 59' 06" W
5	10.40	S 89° 59' 06" E
6	3.33	S 00° 00' 54" W
7	10.40	N 89° 59' 06" W
8	4.00	N 89° 59' 06" W
9	10.40	N 00° 00' 54" E
10	3.33	S 89° 59' 06" E
11	4.00	S 00° 00' 54" W
12	2.00	S 89° 59' 06" E
13	6.40	S 00° 00' 54" W
14	10.24	S 00° 00' 54" W
15	10.40	N 89° 44' 12" W
16	3.33	N 00° 15' 48" E
17	4.00	S 89° 44' 12" E
18	2.00	N 00° 15' 48" E
19	6.40	S 89° 44' 12" E
20	10.44	S 89° 44' 12" E
21	10.56	S 00° 00' 54" W
22	10.44	N 00° 00' 54" E
23	10.80	S 89° 59' 06" E
24	11.18	S 00° 00' 54" W
25	1.81	N 89° 44' 12" W
26	13.99	N 89° 44' 12" W
27	10.16	N 00° 00' 54" E



NOTES:

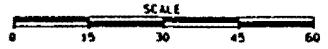
SEE SHEET No. 1 FOR BASIS OF BEARINGS.
SEE SHEET No. 2 FOR NOTES AND LEGEND.

CLUSTER "D"
RECORD OF SURVEY
OF A PORTION OF
RANCHO LOS DOS PUEBLOS
BEING THE FACULTY HOUSING PROJECT
UNIVERSITY OF CALIFORNIA,
SANTA BARBARA.

COUNTY OF SANTA BARBARA, CALIFORNIA
SCALE: 1" = 15'
MAY 1986

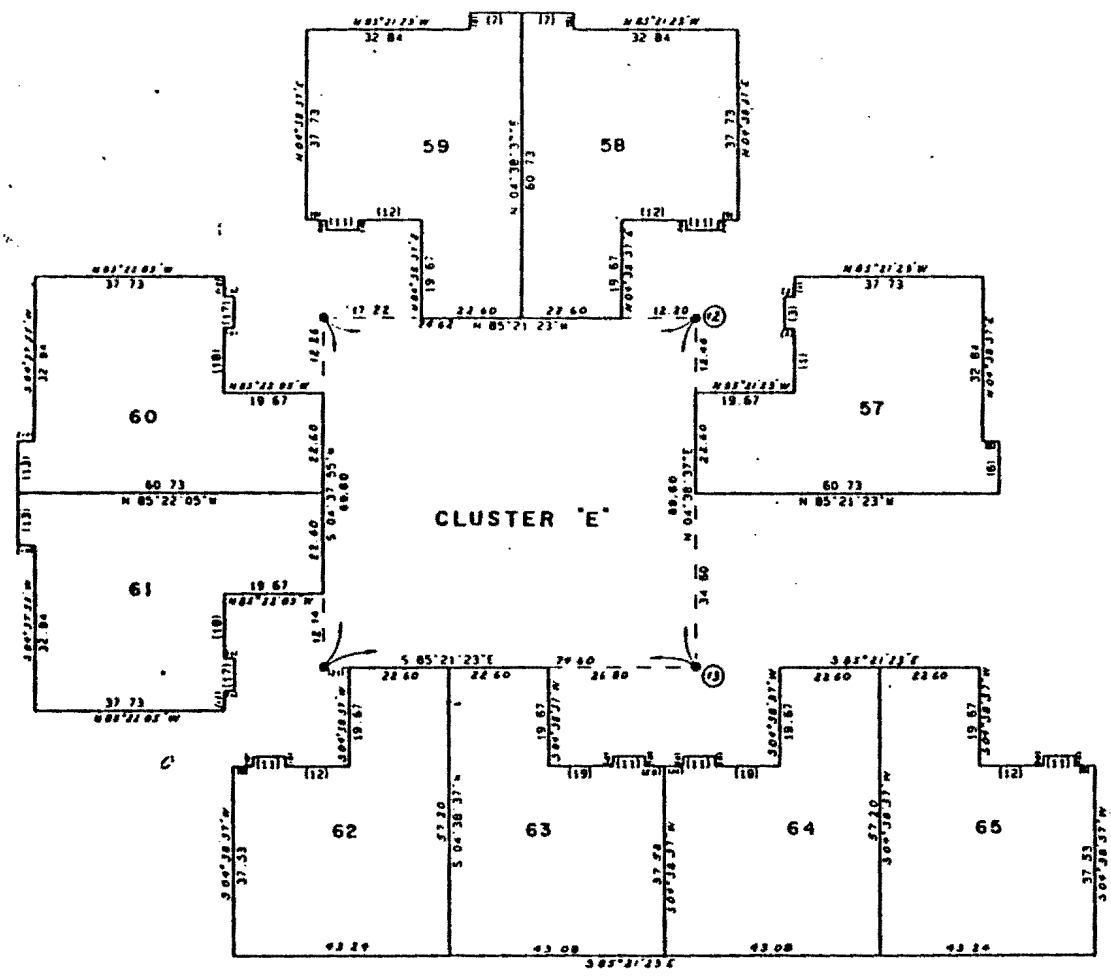
Penfield & Smith
ENGINEERS INC.
ENGINEERS - SURVEYORS - PLANNERS
111 E. VICTORIA STREET, SANTA BARBARA, CALIF. 93101 (805) 966-0100
MAILING ADDRESS: P.O. BOX 101 (93101)

SHEET 6 OF 10 SHEETS
W.O. 7711-54-00



INGENT TABLE

NO	DISTANCE	BEARING
1	10.40	N 04° 38' 37" E
2	2.00	N 85° 21' 23" W
3	6.40	N 04° 38' 37" E
4	4.00	N 04° 38' 37" E
5	3.33	S 85° 21' 23" E
6	10.57	S 04° 38' 37" W
7	10.40	S 85° 21' 23" E
8	3.33	S 04° 38' 37" W
9	4.00	N 85° 21' 23" W
10	2.00	S 04° 38' 37" W
11	6.40	N 85° 21' 23" W
12	10.21	N 85° 21' 23" W
13	10.41	N 04° 37' 55" E
14	3.33	S 85° 22' 05" E
15	4.00	S 04° 37' 55" W
16	2.00	S 85° 22' 05" E
17	6.40	S 04° 37' 55" W
18	10.24	S 04° 37' 55" W
19	10.28	S 85° 21' 23" E
20	3.80	S 85° 21' 23" E
21	2.40	N 85° 21' 23" W



CLUSTER "E"

NOTES:
 SEE SHEET No. 1 FOR BASIS OF BEARINGS.
 SEE SHEET No. 3 FOR NOTES AND LEGEND.

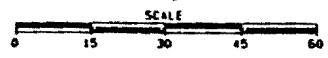
CLUSTER "E"
 RECORD OF SURVEY
 OF A PORTION OF
 RANCHO LOS DOS PUEBLOS
 BEING THE FACULTY HOUSING PROJECT
 UNIVERSITY OF CALIFORNIA,
 SANTA BARBARA.

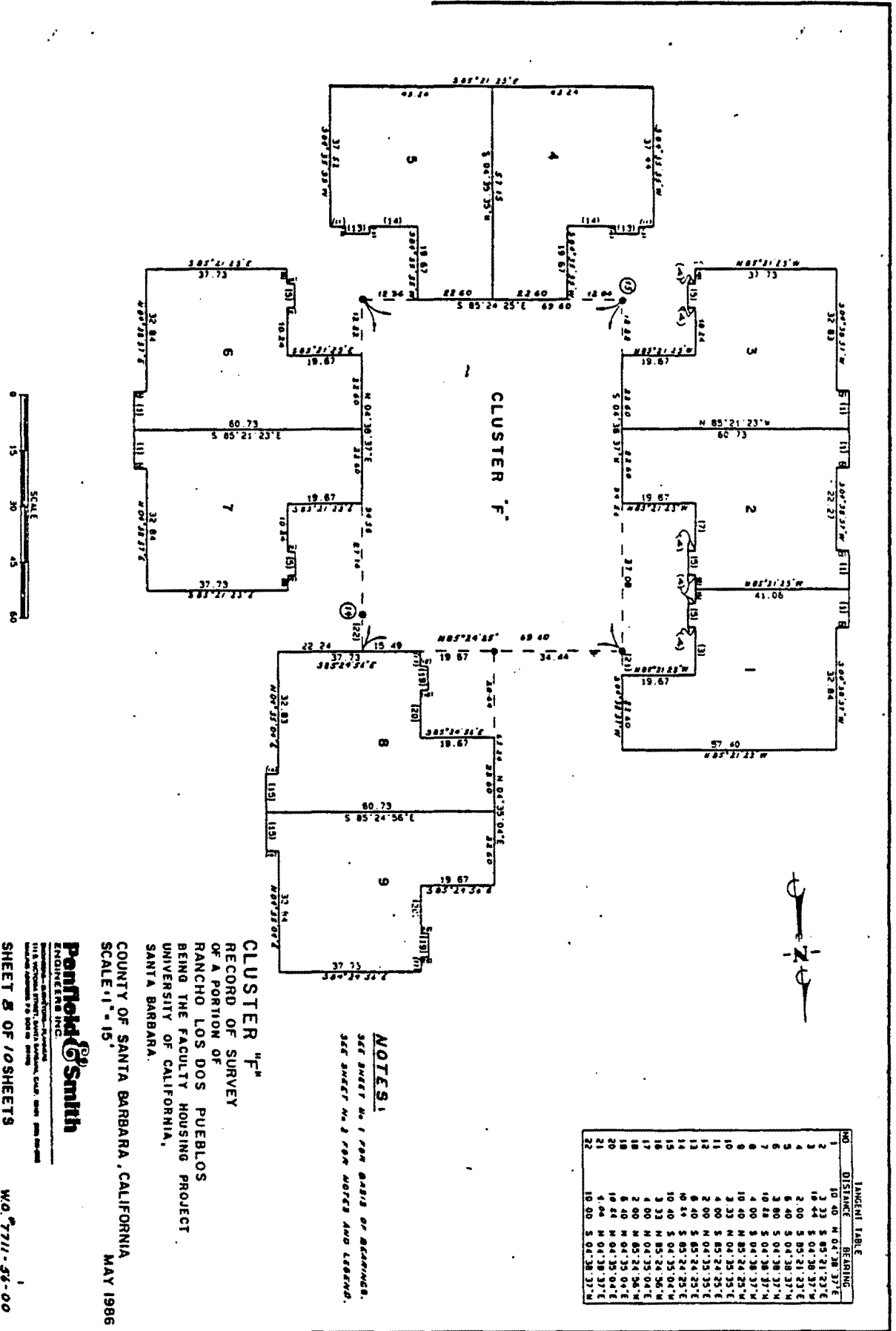
COUNTY OF SANTA BARBARA, CALIFORNIA
 SCALE: 1" = 15'
 MAY 1986

Penfield & Smith
 ENGINEERS INC.
ENGINEERS - SURVEYORS - PLANNERS
 111 S. VICTORIA STREET, SANTA BARBARA, CALIF. 93101 (805) 885-8888
 MAILING ADDRESS: P.O. BOX 88 (805) 885-8888

SHEET 7 OF 10 SHEETS
 W.D. 7711-56-00

2-11-86





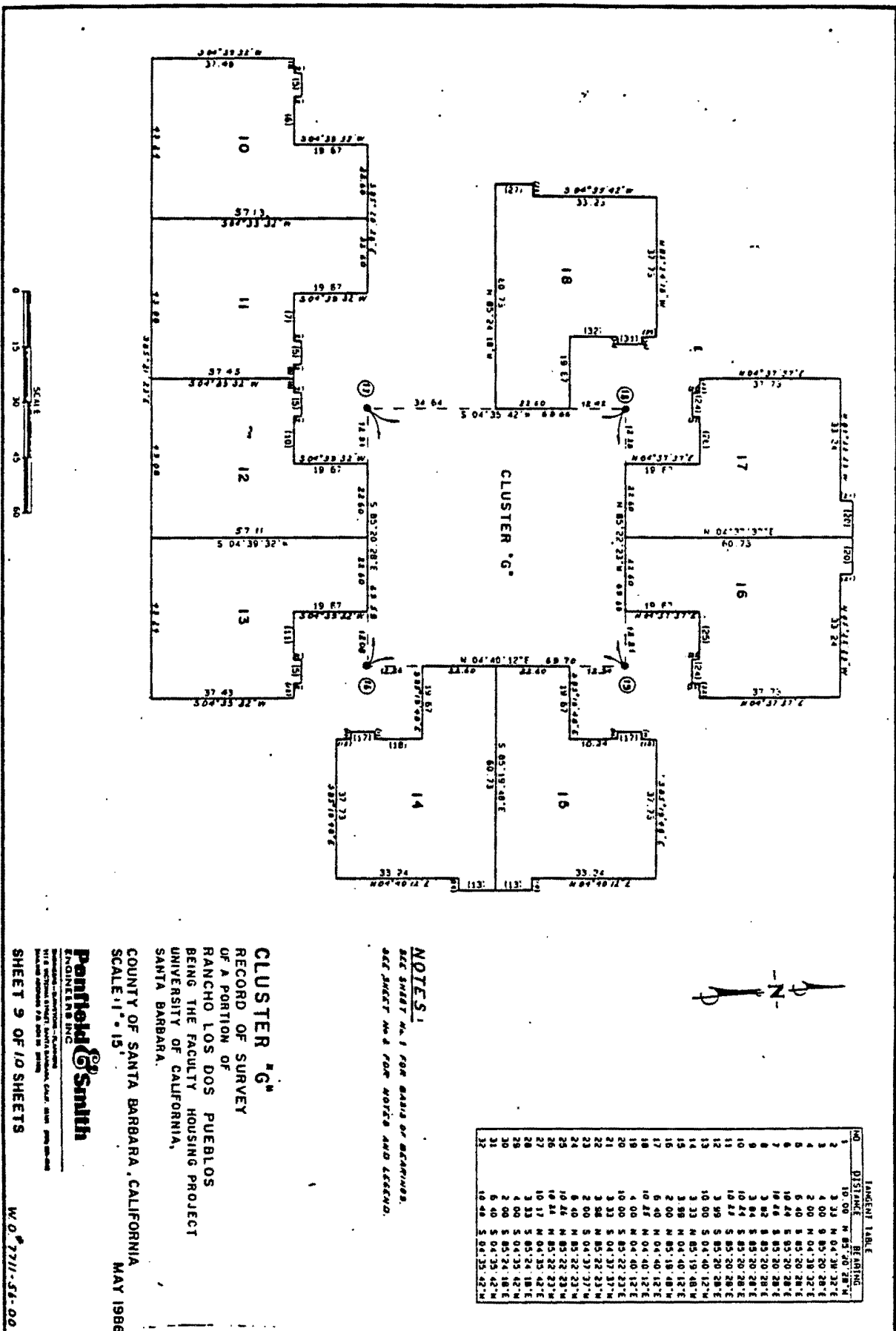
NO.	DISTANCE	BEARING
1	10.00	N 04° 38' 37" E
2	10.00	N 04° 38' 37" E
3	10.00	N 04° 38' 37" E
4	10.00	N 04° 38' 37" E
5	10.00	N 04° 38' 37" E
6	10.00	N 04° 38' 37" E
7	10.00	N 04° 38' 37" E
8	10.00	N 04° 38' 37" E
9	10.00	N 04° 38' 37" E
10	10.00	N 04° 38' 37" E
11	10.00	N 04° 38' 37" E
12	10.00	N 04° 38' 37" E
13	10.00	N 04° 38' 37" E
14	10.00	N 04° 38' 37" E
15	10.00	N 04° 38' 37" E
16	10.00	N 04° 38' 37" E
17	10.00	N 04° 38' 37" E
18	10.00	N 04° 38' 37" E
19	10.00	N 04° 38' 37" E
20	10.00	N 04° 38' 37" E
21	10.00	N 04° 38' 37" E
22	10.00	N 04° 38' 37" E

NOTES:
 SEE SHEET NO. 1 FOR BASIS OF BEARINGS.
 SEE SHEET NO. 2 FOR NOTES AND LEGEND.

CLUSTER "F"
 RECORD OF SURVEY
 OF A PORTION OF
 RANCHO LOS DOS PUEBLOS
 BEING THE FACULTY HOUSING PROJECT
 UNIVERSITY OF CALIFORNIA,
 SANTA BARBARA.
 COUNTY OF SANTA BARBARA, CALIFORNIA
 SCALE: 1" = 15'
 MAY 1986

Pentfold & Smith
 ENGINEERS INC.
 1115 WILSON STREET, SANTA BARBARA, CALIF. 93101
 PHONE: (805) 964-1111
 FAX: (805) 964-1112

SHEET 8 OF 10 SHEETS **WG-7711-56-00**



BEARING TABLE

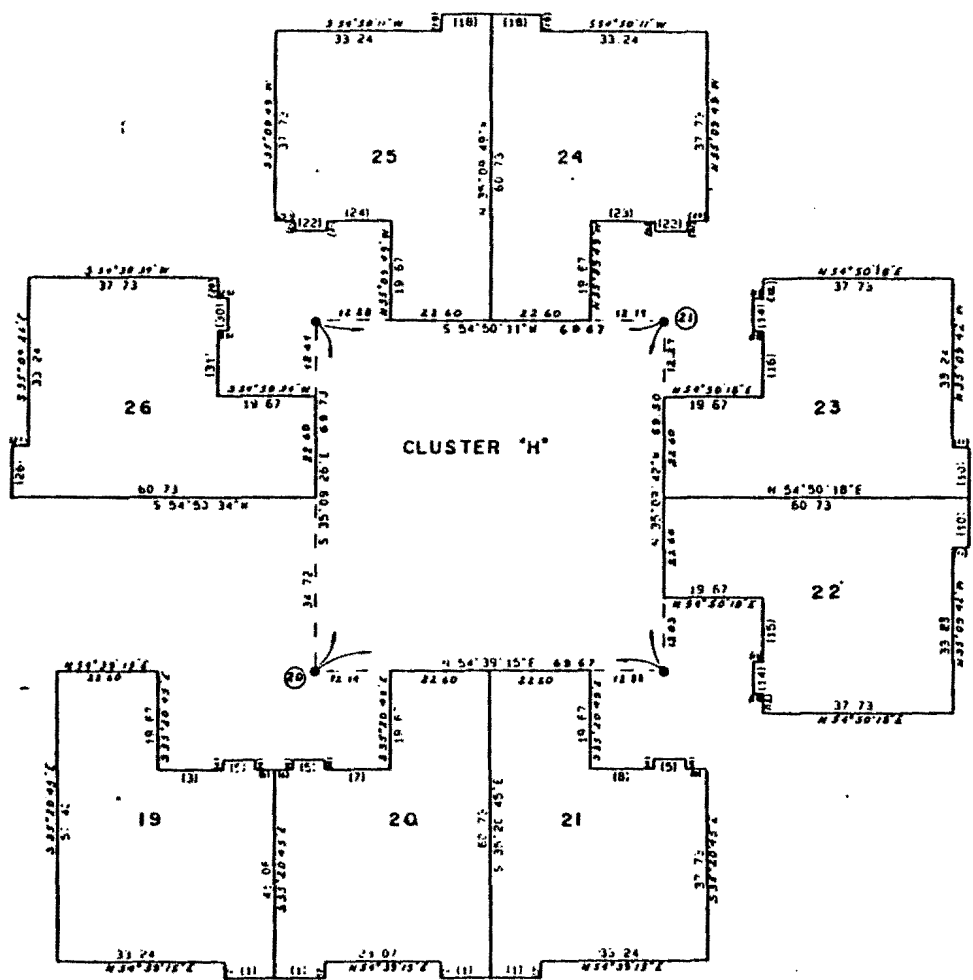
NO.	DISTANCE	BEARING
1	10.00	N 85° 40' 28" W
2	3.33	N 04° 39' 32" E
3	4.00	S 85° 20' 28" E
4	2.00	N 04° 39' 32" E
5	6.40	S 85° 20' 28" E
6	10.44	S 85° 20' 28" E
7	10.44	S 85° 20' 28" E
8	3.84	S 85° 20' 28" E
9	3.84	S 85° 20' 28" E
10	10.44	S 85° 20' 28" E
11	10.44	S 85° 20' 28" E
12	3.99	S 85° 20' 28" E
13	10.00	S 04° 40' 12" W
14	3.33	N 85° 19' 48" W
15	3.99	N 04° 40' 12" E
16	2.00	N 85° 19' 48" W
17	6.40	N 04° 40' 12" E
18	10.44	N 04° 40' 12" E
19	4.00	M 04° 40' 12" E
20	10.00	S 85° 22' 23" E
21	3.33	S 04° 37' 37" W
22	3.98	M 85° 22' 23" W
23	2.00	S 04° 37' 37" W
24	6.40	M 85° 22' 23" W
25	10.44	M 85° 22' 23" W
26	10.44	M 85° 22' 23" W
27	10.17	M 85° 24' 18" E
28	3.33	S 04° 35' 42" E
29	4.00	S 85° 24' 18" E
30	2.00	S 04° 35' 42" E
31	6.40	S 04° 35' 42" E
32	10.48	S 04° 35' 42" E

NOTES:
 SEE SHEET No. 1 FOR BASIS OF BEARINGS.
 SEE SHEET No. 8 FOR NOTES AND LEGEND.

CLUSTER "G"
 RECORD OF SURVEY
 OF A PORTION OF
 RANCHO LOS DOS PUEBLOS
 BEING THE FACULTY HOUSING PROJECT
 UNIVERSITY OF CALIFORNIA,
 SANTA BARBARA.
 COUNTY OF SANTA BARBARA, CALIFORNIA
 SCALE: 1" = 15'
 MAY 1986

Penfield & Smith
 ENGINEERS INC.
 1000 W. SANTA BARBARA AVENUE, SUITE 1000, SANTA BARBARA, CALIF. 93101
 PHONE (805) 964-1111
 FAX (805) 964-1112

SHEET 9 OF 10 SHEETS
 W.O. 7711-58-00



TANGENT TABLE		
NO	DISTANCE	BEARING
1	10 00	S 54° 39' 15" W
2	3 33	N 35° 20' 45" W
3	10 42	N 54° 39' 15" E
4	9 00	N 35° 20' 45" W
5	6 40	N 54° 39' 15" E
6	3 92	N 54° 39' 15" E
7	10 24	N 54° 39' 15" E
8	10 24	N 54° 39' 15" E
9	3 95	N 54° 39' 15" E
10	10 01	S 35° 09' 42" E
11	3 33	S 54° 50' 18" W
12	3 98	N 35° 09' 42" W
13	2 00	S 54° 50' 18" W
14	6 40	N 35° 09' 42" W
15	10 24	N 35° 09' 42" W
16	10 28	N 35° 09' 42" W
17	3 95	N 35° 09' 42" W
18	10 01	N 54° 50' 11" E
19	3 33	S 35° 09' 49" E
20	4 00	S 54° 50' 11" W
21	2 00	S 35° 09' 49" E
22	6 40	S 54° 50' 11" W
23	10 24	S 54° 50' 11" W
24	10 24	S 54° 50' 11" W
25	3 98	S 54° 50' 11" W
26	10 17	N 35° 09' 26" E
27	3 33	N 54° 50' 34" E
28	3 98	S 35° 09' 26" E
29	2 00	N 54° 50' 34" E
30	6 40	S 35° 09' 26" E
31	10 42	S 35° 09' 26" E

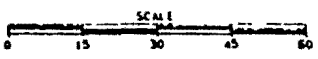
NOTES:
 SEE SHEET NO. 1 FOR BASIS OF BEARINGS.
 SEE SHEET NO. 2 FOR NOTES AND LEGEND.

CLUSTER "H"
 RECORD OF SURVEY
 OF A PORTION OF
 RANCHO LOS DOS PUEBLOS
 BEING THE FACULTY HOUSING PROJECT
 UNIVERSITY OF CALIFORNIA,
 SANTA BARBARA.

COUNTY OF SANTA BARBARA, CALIFORNIA
 SCALE 1" = 15'
 MAY 1986

Penfield & Smith
 ENGINEERS INC
 SURVEYING - ENGINEERING - PLANNING
 511 S VICTORIA STREET, SANTA BARBARA, CALIF 93101 (805) 963-8840
 510 1/2 WASHINGTON ST., SUITE 201, SANTA BARBARA, CALIF 93101

SHEET 10 OF 10 SHEETS
 W.O. 7711-56-00



7711-10
 Exhibit "A"