

FEB 24 1989

RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:

89-012341

Santa Barbara Associates  
c/o Reininga Corporation  
600 Montgomery Street  
Suite 3600  
San Francisco, CA 94111  
Attn: J. David Shields, Esq.

CONFORMED COPY: HAS NOT BEEN  
COMPARED WITH ORIGINAL  
KENNETH A. PETTIT  
SANTA BARBARA COUNTY CLERK-RECORDER

AMENDMENT TO PARKING COVENANTS AND PARKING AGREEMENT

This Amendment to Parking Covenants and Parking Agreement ("Amendment") is entered into as of this 24<sup>th</sup> day of ~~January~~, <sup>February</sup> 1989, by and among SANTA BARBARA ASSOCIATES, a California general partnership ("Developer"), CARTER HAWLEY HALE STORES, INC., a Delaware corporation ("Broadway"), NORDSTROM, INC., a Washington corporation ("Nordstrom"), THE REDEVELOPMENT AGENCY OF THE CITY OF SANTA BARBARA, a public body, corporate and politic, organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California ("Agency") and the CITY OF SANTA BARBARA, a municipal corporation ("City").

A. Developer, Broadway, Nordstrom, Agency, and the City have entered into that certain Paseo Nuevo Parking Agreement dated as of November 1, 1987 ("Parking Agreement").

B. Agency, SBA, Broadway and Nordstrom have entered into that certain Paseo Nuevo Lot 1 Parking Covenants, Conditions and Restriction Agreement ("Lot 1 Parking Covenants") relating to the use, maintenance and operation of the Lot 1 Parking Structure located on the Lot 1 Parking Tract more particularly described in Exhibit "A" attached hereto.

\SC\REIN0101.AMD  
96-012903356-001:aa

C. SBA, Broadway, Nordstrom, Agency and City have entered into that certain Paseo Nuevo Lot 2 Public Parking Covenants, Conditions and Restrictions Agreement ("Lot 2 Parking Covenants") and that certain Paseo Nuevo Lot 10 Public Parking Covenants, Conditions and Restrictions Agreement ("Lot 10 Parking Covenants"), respectively, relating to the use, maintenance and operation of the Lot 2 Parking Structure located on the Lot 2 Parking Tract more particularly described in Exhibit "B" attached hereto, and the Lot 10 Parking Structure located on the Lot 10 Parking Tract more particularly described in Exhibit "C" attached hereto, respectively. (The City and/or Agency, whichever of them shall have fee title to, or any possessory interest in, the Lot 2 Parking Tract as of the date of recordation of this Amendment, shall be referred to herein as the "Lot 2 Owner." The City and/or Agency, whichever of them shall have fee title to, or any other possessory interest in, the Lot 10 Parking Tract as of the date of recordation of this Amendment, shall hereafter be referred to as the "Lot 10 Owner." The Lot 1 Parking Covenants, Lot 2 Parking Covenants, and Lot 10 Parking Covenants are hereafter collectively referred to as the "Parking Covenants". The Lot 1 Parking Structure, Lot 2 Parking Structure and Lot 10 Parking Structure are hereafter collectively referred to as the "Parking Structures." The Lot 1 Parking Tract, Lot 2 Parking Tract, and Lot 10 Parking Tract are hereafter collectively referred to as the "Parking Tracts.")

D. Each of the Parking Covenants contains common provisions relating to the grant of easements for the benefit of the Rehabilitation Parcel. In addition, each of the Parking Covenants and the Parking Agreement contains provisions relating to the reservation of parking spaces in the Parking Structures for Replacement Parking.

E. The parties intend by this instrument to grant certain easements relating to the use of the Parking Structures for the benefit of the Rehabilitation Parcel and to amend certain provisions relating to replacement parking in each of the Parking Covenants and the Parking Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements on the part of each party to the other as set forth in the Parking Agreement and Parking Covenants, it is agreed as follows:

1. Defined Terms. All capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the respective Parking Covenants.

2. Parking Spaces. Notwithstanding anything contained in the Parking Agreement or the Parking Covenants, not less than an aggregate of one thousand one hundred fifteen (1,115) parking spaces shall be located in the Lot 2 Parking Structure and Lot 10 Parking Structure during the term of the Lot 2 Parking Covenants and Lot 10 Parking Covenants, respectively.

3. Grant of Easements. The parties hereto acknowledge that Developer has acquired a leasehold interest in the Rehabili-

tation Parcel pursuant to that certain Lease Agreement dated March 15, 1988, by and between Richard A. Berti, Maxwell B. Sanders, Morris M. Jurkowitz, Esperanza Investments, a California limited partnership, and Old Town Mall, a California limited partnership, collectively, as Landlord, and SBA, as Tenant. Agency as to the Lot 1 Parking Tract, the Lot 2 Owner as to the Lot 2 Parking Tract, and the Lot 10 Owner as to the Lot 10 Parking Tract, hereby grant to Developer and its successors and assigns in the Rehabilitation Parcel, for its use and the use of its Occupants and Permittees, a non-exclusive easement in common with the general public on, over or across the Lot 1 Parking Tract, Lot 2 Parking Tract and Lot 10 Parking Tract, as appropriate, for vehicular and bicycle parking, vehicular and bicycle ingress and egress to and from the Lot 1 Parking Structure, Lot 2 Parking Structure and Lot 10 Parking Structure, as appropriate, and pedestrian ingress and egress on, over and across such Parking Tract and between the respective Parking Structure and the Shopping Center and any adjoining street, subject to the terms and conditions of the respective Parking Covenants in effect for the respective Parking Tract burdened by such easement. The foregoing easements shall remain in effect only so long as Developer or its successors or assigns retain a fee or leasehold interest in the Rehabilitation Parcel. The easements granted herein shall run with the land and shall burden the Lot 1 Parking Tract, Lot 2 Parking Tract, and Lot 10 Parking Tract, as appropriate, and be binding upon Agency, the Lot 2

Owner, the Lot 10 Owner, and the respective successors and assigns, and any party acquiring any interest in the Lot 1 Parking Tract, Lot 2 Parking Tract, or Lot 10 Parking Tract, as appropriate, and shall benefit the Rehabilitation Parcel and Developer and its successors and assigns. The Rehabilitation Parcel shall be the dominant estate and the Lot 1 Parking Tract, Lot 2 Parking Tract or Lot 10 Parking Tract, as appropriate, upon which such easement is located shall be the servient estate.

4. Replacement Parking. Notwithstanding anything contained in Section 1.6 of the Parking Agreement, Section 3.3.3 of the Lot 1 Parking Covenants or Section 4.3.3 of the Lot 2 Parking Covenants and Lot 10 Parking Covenants, respectively, Agency may provide not more than thirty-five (35) reserved parking spaces in the Lot 2 Parking Structure for Replacement Parking. No parking spaces shall be reserved in the Lot 1 Parking Structure or Lot 10 Parking Structure for Replacement Parking. The number of parking spaces reserved for Replacement Parking in the Lot 2 Parking Structure shall reduce the number of parking spaces reserved for Employee Parking so that the maximum number of Employee Parking spaces allocated in the aggregate to the Lot 2 Parking Structure and Lot 10 Parking Structure shall not exceed the difference between one hundred sixty-eight (168) and the number of Replacement Parking spaces located in the Lot 2 Parking Structure, and the number of Employee Parking spaces allocated to the Lot 2 Parking Structure shall not exceed eighty-

six (86) less the number of spaces reserved for Replacement Parking.

5. No Conflict. Except as amended by this Amendment, the Lot 1 Parking Covenants, Lot 2 Parking Covenants, Lot 10 Parking Covenants and Parking Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Lot 1 Parking Covenants, Lot 2 Parking Covenants, Lot 10 Parking Covenants or Parking Agreement, respectively, the terms of this Amendment shall govern and control the intent of the parties.

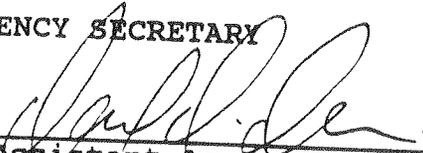
IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the date first set forth above.

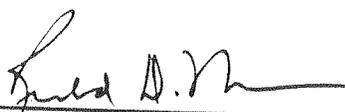
AGENCY:

REDEVELOPMENT AGENCY OF  
THE CITY OF SANTA BARBARA

ATTEST:

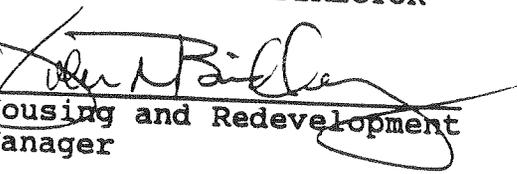
AGENCY SECRETARY

By   
Assistant Agency  
Secretary

By   
Executive Director

APPROVED AS TO CONTENT:

DEPUTY EXECUTIVE DIRECTOR

By   
Housing and Redevelopment  
Manager

APPROVED AS TO FORM:

AGENCY COUNSEL

By   
Assistant Agency Counsel

By \_\_\_\_\_  
Special Agency Counsel

DEVELOPER:

SANTA BARBARA ASSOCIATES,  
a California general partnership

By: PASEO NUEVO ASSOCIATES, a  
California limited  
partnership

By \_\_\_\_\_  
Its General Partner

By: JMB/PASEO NUEVO ASSOCIATES,  
an Illinois general  
Partnership

By: JMB/PN, INC. an  
Illinois corporation,  
General Partner

By \_\_\_\_\_  
DARLA FLANAGAN  
Vice President

BROADWAY:

CARTER HAWLEY HALE STORES, INC.,  
a Delaware corporation

By \_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM:

AGENCY COUNSEL

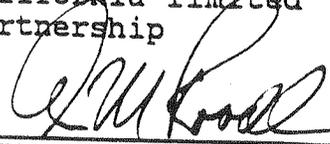
By \_\_\_\_\_  
Assistant Agency Counsel

By \_\_\_\_\_  
Special Agency Counsel

DEVELOPER:

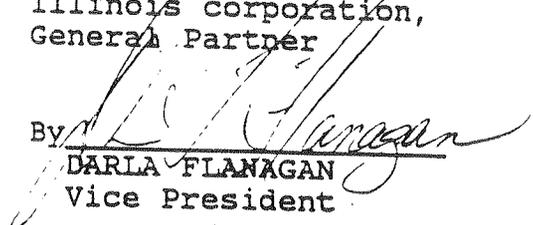
SANTA BARBARA ASSOCIATES,  
a California general partnership

By: PASEO NUEVO ASSOCIATES, a  
California limited  
partnership

By   
Its General Partner

By: JMB/PASEO NUEVO ASSOCIATES,  
an Illinois general  
Partnership

By: JMB/PN, INC. an  
Illinois corporation,  
General Partner

By   
DARLA FLANAGAN  
Vice President

BROADWAY:

CARTER HAWLEY HALE STORES, INC.,  
a Delaware corporation

By \_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM:

AGENCY COUNSEL

By Assistant Agency Counsel

By Special Agency Counsel

DEVELOPER:

SANTA BARBARA ASSOCIATES,  
a California general partnership

By: PASEO NUEVO ASSOCIATES, a  
California limited  
partnership

By Its General Partner

By: JMB/PASEO NUEVO ASSOCIATES,  
an Illinois general  
Partnership

By: JMB/PN, INC. an  
Illinois corporation,  
General Partner

By DARLA FLANAGAN  
Vice President

BROADWAY:

CARTER HAWLEY HALE STORES, INC.,  
a Delaware Corporation

By [Signature]

By [Signature]

NORDSTROM:

NORDSTROM, INC., a Washington  
corporation

By 

CITY:

CITY OF SANTA BARBARA

By \_\_\_\_\_  
Mayor

ATTEST:

CITY CLERK

By \_\_\_\_\_  
Deputy City Clerk

APPROVED AS TO CONTENT:

COMMUNITY DEVELOPMENT DIRECTOR

By \_\_\_\_\_  
Housing and Redevelopment  
Manager

APPROVED AS TO FORM:

CITY ATTORNEY

By \_\_\_\_\_  
Assistant City Attorney

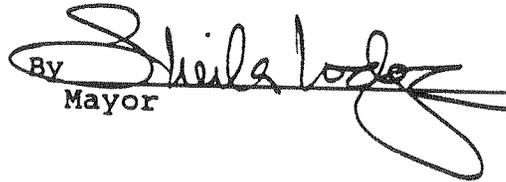
NORDSTROM:

NORDSTROM, INC., a Washington  
corporation

By \_\_\_\_\_

CITY:

CITY OF SANTA BARBARA

By   
Mayor

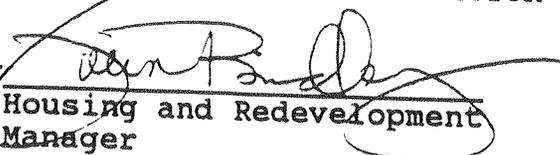
ATTEST:

CITY CLERK

By   
Deputy City Clerk

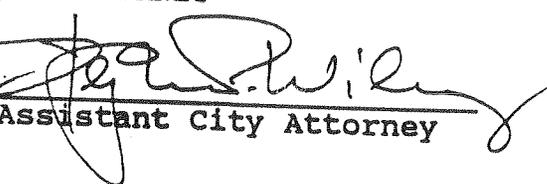
APPROVED AS TO CONTENT:

COMMUNITY DEVELOPMENT DIRECTOR

By   
Housing and Redevelopment  
Manager

APPROVED AS TO FORM:

CITY ATTORNEY

By   
Assistant City Attorney

LEGAL DESCRIPTION

Parcels 4, 5, 6, 13 and 14 of Parcel Map No. 20,504 in the City of Santa Barbara, County of Santa Barbara, State of California, as per map recorded in Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, inclusive of Parcel Maps, in the office of the County Recorder of said County.

EXCEPTING from a portion of said land all oil, gas and mineral substances, provided that the surface opening of any well, hole, shaft or other means of exploring for, reaching or extracting such substances shall not be located within the Central City Redevelopment Project and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof, as reserved in various documents of record.

## EXHIBIT B

## LEGAL DESCRIPTION

Those portions of City Block 158 in the said City of Santa Barbara, according to the Official Map thereof described as Parking District No. 1, Lot No. 2, Block 158 as per City Engineer's Plan No. C-1-2973 on file in the office of the City Engineer of said City of Santa Barbara and more particularly described as follows:

That portion of Block 158 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map thereof, described as follows:

## PARCEL ONE:

Beginning at a point on the Northwesterly line of Canon Perdido Street, distant thereon 164 feet Northeastery from the most Southerly corner of said block; thence Northwesterly at right angles to said street line 154.83 feet; thence North  $41^{\circ}30'$  East 61 feet; thence North  $48^{\circ}30'$  West 3 feet; thence North  $41^{\circ}30'$  East 24.47 feet; thence South  $48^{\circ}30'$  East 21.83 feet; thence South  $37^{\circ}09'30''$  West 2.88 feet; thence South  $41^{\circ}30'$  East 49.08 feet; thence South  $41^{\circ}30'$  West 16 feet to the Northeastery wall of a building known as California Theatre; thence South  $48^{\circ}30'$  East 86.7 feet to the Northwesterly line of Canon Perdido Street; thence along said street line Southwesterly 66.6 feet to the point of beginning.

## PARCEL TWO:

That portion of Block 158 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map thereof, described as follows:

Beginning at a point in the Northeastery line of Chapala Street as the same existed 60 feet wide, prior to January 1, 1925, distant thereon Southeasterly 136 feet 3-1/2 inches from the most Westerly corner of said block, said point of beginning being the most Southerly corner of the tract of land described in Deed to Hannah A. Hollister, executrix, dated November 13, 1903 and recorded in Book 93 at Page 213 of Deeds, records of said County, being also the intersection of said Northeastery line of Chapala Street with the Southeasterly line of a 20 foot private alleyway extending into said Block 158; thence Southeasterly along said Northeastery line of Chapala Street 73.71 feet; thence at right angles Northeastery 185 feet; thence Northerly 56.80 feet; more or less, to a point distant 170 feet Southeasterly from the Southeasterly line of Carrillo Street, measured at right angles thereto and distant 225 feet Northeastery from said Northeastery line of Carrillo Street, hereinbefore referred to, measured at right angles thereto; thence

Northwesterly, parallel with said line of Chapala Street 33.71 feet to said Southeasterly line of the 20 foot private alleyway hereinbefore referred to; thence at right angles Southwesterly along said last mentioned line 225 feet to the point of beginning.

PARCEL THREE:

That portion of Block 158, in the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map thereof, described as follows:

Beginning at the intersection of the Northwesterly line of Canon Perdido Street with the Southwesterly line of the alleyway extending into said Block 158 from Canon Perdido Street and described in Deed to Edward A. Johnson, recorded January 27, 1921 in Book 187 at Page 274 of Deeds records of said County, said point of intersection being distant Southwesterly along said Northwesterly line of Canon Perdido Street 133.86 feet from the East corner of said Block 158; thence Northwesterly, at right angles to said line of Canon Perdido Street and along the Southwesterly line of said alleyway and its Northwesterly prolongation, 157.8 feet to intersect the Northwesterly line of the Tract described as Parcel Three in Deed to Bothin Helping Fund, a corporation, recorded June 9, 1920 in Book 186 at Page 15 of Deeds, records of said County; thence Southwesterly along said last mentioned line 65 feet, more or less, to the most Northerly corner of the tract of land described in Deed to Edward A. Johnson, above referred to; thence along the Northeasterly boundary line of said last mentioned tract of land, the following courses and distances: South  $48^{\circ}30'$  East 21.83 feet; South  $37^{\circ}09'30''$  West 2.88 feet; South  $48^{\circ}30'$  East 49.08 feet; South  $41^{\circ}30''$  West 16 feet; and South  $48^{\circ}30'$  East 86.7 feet to the Northwesterly line of Canon Perdido Street; thence Northeasterly along said street line 85.34 feet to the point of beginning.

PARCEL FOUR:

That portion of Block 158 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map thereof, described as follows:

Beginning at the point of intersection of the Northeasterly line of Chapala Street, as the said street now exists, 80 feet wide, with the Northwesterly line of the tract of land described in Deed to G. B. Parma, recorded June 16, 1887 in Book 14 at Page 389 of Deeds, records of said County; thence Northeasterly along said Northwesterly line of said Parma tract of land, 155 feet to the most Northerly corner of said tract and the true point of beginning of the tract of land herein described; thence Northeasterly along the Northeasterly prolongation of the Northwesterly line of said Parma tract of land 60 feet; thence at right

angles Southeasterly 3 feet, more or less, to the Northwesternly line of the tract of land described in Deed to W. H. Aiken, recorded March 31, 1902 in Book 81 at Page 346 of Deeds, records of said County; thence at right angles Southwesterly 60 feet to the Northeasterly line of the tract of land described in Deed to G. B. Parma, above referred to; thence Northwesternly along said last mentioned line to the point of beginning.

EXCEPT that portion lying Northeasterly of "line of fence" along the Southeasterly line of the "land of Stage Company" as recited in Deed from Mortimer Cook to Archibald Rice, et al., recorded February 27, 1873 in Book "K" at Page 189 of Deeds, records of said County.

PARCEL FIVE:

That portion of Block 158 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map thereof, described as follows:

Beginning at a point on the Northeasterly line of Chapala Street as the same existed, 60 feet wide, prior to January 1, 1925, distant thereon Northwesternly 108.83 feet from the South corner of said Block 158; thence Northwesternly along said Northeasterly line of Chapala Street 50 feet to the Northwesternly line of the tract of land described in Deed to G. B. Parma, recorded June 16, 1887 in Book 14, Page 389 of Deeds, records of said County; thence at right angles Northeasterly along said last mentioned line 165 feet; thence at right angles Southeasterly 50 feet to a point distant Northwesternly 108.83 feet from the Northwesternly line of Canon Perdido Street, measured at right angles thereto; thence Southwesterly 165 feet to the point of beginning.

PARCEL SIX:

That portion of Block 158 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map thereof, described as follows:

Beginning at a point in the Northeasterly line of Chapala Street, as the same existed 60 feet wide, prior to January 1, 1925, distant thereon 210 feet Southeasterly from the most Westerly corner of said Block 158; thence Southeasterly along said Northeasterly line of Chapala Street 10 feet; thence at right angles Northeasterly into said Block 225 feet; thence at right angles Northwesternly 50 feet to the most Northerly corner of the tract of land described in Deed to The Tucker Shops, Inc., a corporation, recorded in Book 94, Page 263 of Official Records, records of said County; thence Southerly along the Easterly line of the land so described in said last mentioned Deed 56.80 feet to the most Easterly corner of the first parcel of land described in Deed to The

Tucker Shops, Inc., a corporation recorded in Book 95, Page 302 of Official Records, records of said County; thence Southwesterly along the Southeasterly line of said last mentioned tract of land 185 feet to the point of beginning.

Said land is shown together with other lands on a map of survey filed in Book 28, Page 188 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL SEVEN:

That portion of Block 158 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map thereof, described as follows:

Beginning at a point in the Northeasterly line of Chapala Street, as the same now exists, 80 feet wide, distant thereon Northwesterly 196.58 feet from the Northwest line of Canon Perdido Street; thence Northwesterly along said Northeasterly line of Chapala Street 34 feet; thence at right angles Northeasterly 215 feet; thence at right angles Southeasterly 34 feet; thence at right angles Southwesterly 215 feet to the point of beginning.

PARCEL EIGHT:

That portion of Block 158 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map thereof, described as follows:

Beginning at a point on the Northeasterly line of Chapala Street, as the same now exists, 80 feet wide, distant thereon Northwesterly 158.66 feet from the Northwesterly line of Canon Perdido Street, said point of beginning being a point in the Northwesterly line of the tract of land described in Deed to G. B. Parma, recorded June 16, 1887, in Book 14 at Page 389 of Deeds, records of said County; thence Northwesterly along said Northeasterly line of Chapala Street 37.92 feet to the most Westerly corner of the tract of land firstly described in Deed to Martin DePiazzi, recorded April 16, 1936 as Instrument No. 2804 in Book 335 at Page 36 of Official Records, records of said County; thence at right angles Northeasterly 215 feet; thence at right angles Southeasterly 37.92 feet; thence at right angles Southwesterly to and along said Northwesterly line of said Parma tract of land hereinbefore referred to, 215 feet to the point of beginning.

PARCEL NINE:

That portion of Block 158 in the City of Santa Barbara, County of Santa Barbara, State of California, described as follows:

Beginning at a point on the Southwesterly line of State Street, distant thereon South 48°30' East, 166.83 feet, from the most Northerly corner of said block; thence, South 41°30' West at right angles to said street line and parallel with Carrillo Street 163.49 feet to the true point of beginning; thence continuing along said last line South 41°30' West 61.51 feet to a point; thence North 48°30' West at right angles to Carrillo Street and parallel with State Street 30.62 feet to a point; thence North 41°30' East, parallel with Carrillo Street 61.52 feet to a point; thence South 48°30' East parallel with State Street 30.62 feet to the point of beginning.

PARCEL TEN:

That portion of Block 158 in the said City of Santa Barbara, County of Santa Barbara, State of California, according to the official map thereof described as follows:

Beginning at a point on the Southwesterly line of State Street, distant thereon South 48°31'06" East, 166.83 feet, from the most Northerly corner of said block; thence South 41°28'14" West 163.49 feet to the true point of beginning; thence South 41°28'14" West, 61.51 feet, thence South 48°31'06" East, 19.38 feet; thence North 41°28'14" East, 61.51 feet, thence North 48°31'06" West, 19.38 feet to the true point of beginning.

PARCEL TEN (A):

An easement for ingress and egress, vehicular and pedestrian traffic over that portion of said land as described in the deed to John Turnbull, individually, and John Phillip Turnbull and Mary Joan Schacht, as Trustees under Will of Gloria A. Turnbull, deceased, recorded April 29, 1965 as Instrument No. 15143 in Book 2102, Page 1488 of Official Records.

PARCEL TEN (B):

A right of way connecting with said premises from Chapala Street in said City over land situated in Block No. 158 aforesaid, as described in a deed to Fanny V. De G. Stevenson recorded February 6, 1911 in Book 131, Page 28 of Deeds, bounded and described as follows:

Beginning on the Northeast line of said Chapala Street at the South corner of a lot conveyed to Hannah A. Garland by E. S. Cordero and Manuela O. Cordero, his wife, by deed dated July 25, 1901, and recorded in the office of the Recorder of the aforesaid County in Book 74, Page 170 of Deeds and running thence first, Northeasterly along the Southeasterly line of said lot so conveyed to Hannah A. Garland, 190 feet; thence second, Northerly 49 feet 6 inches, more or less, to a

point on the Northeasterly side of said lot so conveyed to Hannah A. Garland, distant 35 feet Northwesterly from the East corner of said lot; thence third, along the Northeasterly side of said lot in a Northwesterly direction to the North corner of said lot; thence fourth, Southerly parallel to the second course in the description of this right of way, 56 feet 6 inches; thence fifth, parallel to the first course in the description of this right of way and distant 10 feet Northwesterly therefrom Southwesterly 185 feet to Chapala Street; thence sixth, Southeasterly along Chapala Street 10 feet to the place of beginning.

PARCEL ELEVEN:

Beginning at a point on the Southwesterly line of State Street, distant thereon 268.45 feet Southeasterly from the most Northerly corner of said block; said point being also the most Easterly corner of the tract of land now or formerly of A. Garland; thence Southeasterly along said street line 25.03 feet to the most Northerly corner of said block, said point being also the most Easterly corner of the tract of land now or formerly of A. Garland; thence Southeasterly along said street line 25.03 feet to the most Northerly corner of the tract of land described in the deed to Bothin Real Estate Company, dated February 20, 1914 and recorded in Book 142, Page 536 of Deeds, in the office of the County Recorder of said County, thence at right angles Southwesterly, along the Northwesterly line of said Bothin Real Estate Company Tract 159.97 feet to the true point of beginning; thence North  $64^{\circ}02'32''$  West, 17.03 feet, thence South  $41^{\circ}30'03''$  West 1.60 feet, thence North  $48^{\circ}30'00''$  West 8.63 feet to a point in the Southeasterly line of said above mentioned A. Garland Tract, said point being Southwesterly 166.12 feet from the most Easterly corner of said A. Garland Tract; thence Southwesterly along the Southeasterly line of said A. Garland Tract 58.88 feet; thence at right angles Southeasterly 25.03 feet to the Northwesterly line of said Bothin Real Estate Company Tract; thence Northeasterly along said last mentioned line 65.03 to the true point of beginning.

PARCEL TWELVE:

That portion of Block 158 in the City of Santa Barbara, County of Santa Barbara, State of California, described as follows:

Beginning at a point on the Southwesterly line of State Street, distant thereon South  $48^{\circ}31'06''$  East, 186.21 feet from the most Northerly corner of said block; thence, South  $41^{\circ}28'14''$  West, 163.49 feet to the true point of beginning, thence, South  $41^{\circ}28'14''$  West 61.51 feet, thence South  $48^{\circ}31'06''$  East, 56.00 feet, thence North  $41^{\circ}28'14''$  East, 61.49 feet, thence North  $48^{\circ}30'00''$  West, 56.00 feet to the point of beginning.

PARCEL TWELVE (A): - (Construction Easement for One Year)

100 2

A temporary construction easement for one year commencing with construction on January 15, 1988, whichever is later, to be used for construction purposes in, on and over the following described property:

Beginning at the most Northerly corner of the previously described parcel, said point being distant thereon South  $41^{\circ}28'14''$  West, 163.49 feet from the Southwesterly boundary of State Street, thence South  $48^{\circ}30'00''$  East, 56.00 feet, thence North  $41^{\circ}28'14''$  East, 9.00 feet more or less, to the wall of the existing building, thence North  $48^{\circ}30'00''$  West, along the face of the building, 20.00 feet to the existing landing, thence South  $41^{\circ}28'14''$  West 9.00 feet more or less, to the end of the landing, thence Northwesterly, along the face of the landing 36.00 feet more or less, to the Northwesterly boundary of the previously described Parcel Twelve, thence South  $41^{\circ}28'14''$  West to the point of beginning. Said parcel containing 200 square feet, more or less.

EXCEPTING therefrom all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Central City Redevelopment Project Area and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof.

#### PARCEL THIRTEEN:

That portion of Block 158 in the City of Santa Barbara, County of Santa Barbara, State of California, as shown on the official map thereof, described as follows:

Beginning at a point on the Southwesterly line of State Street, distant thereon South  $48^{\circ}31'06''$  East, 242.21 feet from the most Northerly corner of said block; thence South  $41^{\circ}28'14''$  West, 169.52 feet to the true point of beginning; thence South  $41^{\circ}28'14''$  West, 55.48 feet, thence South  $48^{\circ}31'06''$  East, 26.24 feet, thence North  $41^{\circ}28'14''$  East, 55.49 feet, thence North  $48^{\circ}30'00''$  West, 26.24 feet to the true point of beginning. Said parcel contains an area of 1613.34 square feet.

EXCEPTING therefrom all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft or other means of exploring for, reaching or extracting such substances shall not be located within the Central City Redevelopment Project Area and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof.

## DESCRIPTION:

## PARCEL ONE:

That portion of Block 210 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the official map thereof, described as follows:

Beginning at the most Southerly corner of said Block 210, said corner being the most Southerly corner of the real property described in the indenture filed for record December 12, 1942 in Book 561 at Page 442 of Official Records in the office of the Santa Barbara County Recorder, said corner being the intersection of the Northwesterly line of Cota Street and the Northeasterly line of State Street; thence along the Northwesterly line of Cota Street North  $41^{\circ}30'15''$  East 180.07 feet to the most Easterly corner of the real property described in said Book 561 at Page 442, said corner being the true point of beginning; thence along the Northeasterly boundary of said Book 561 at Page 442 and its Northwesterly extension North  $48^{\circ}30'31''$  West 266.97 feet to the most Northerly corner of the real property described as Parcel One in the Grant Deed filed for record June 30, 1961 in Book 1856 at Page 488 of Official Records; thence North  $85^{\circ}23'34''$  West 47.40 feet to a point on the Northwesterly boundary of the real property described as Parcel Two in said Grant Deed in Book 1856 at Page 488; thence North  $48^{\circ}48'59''$  West 11.08 feet; thence North  $0^{\circ}08'31''$  West 18.10 feet; thence North  $48^{\circ}30'30''$  West 15.39 feet to a point on the Southeasterly boundary of the real property described in the Quitclaim Deed filed for record July 12, 1977 as Reel No. 77-35055 in the office of the County Recorder; thence North  $59^{\circ}36'07''$  West 25.47 feet to a point on the Southeasterly boundary of the real property described as Parcel One in the Grant Deed filed for record February 28, 1975 in Book 2554 at Page 424 of Official Records; thence along the Southeasterly boundary of said Parcel One in Book 2554 at Page 424 north  $41^{\circ}30'18''$  East 7.9 feet to the most Easterly corner of said Parcel One in Book 2554 at Page 424; thence along the Northeasterly boundary of said Parcel One in Book 2554 at Page 424 North  $48^{\circ}30'30''$  West 16.86 feet to the most Northerly corner of said Parcel One in Book 2554 at Page 424; thence along the Northwesterly boundary of said Parcel One in Book 2554 at Page 424 South  $41^{\circ}31'18''$  West 11.2 feet; thence North  $59^{\circ}36'07''$  West 9.37 feet; thence North  $35^{\circ}34'56''$  West 31.30 feet; thence North  $41^{\circ}30'18''$  East 6.00 feet to a point on the Northeasterly boundary of the real property described as Parcel One in the Grant Deed filed for record January 4, 1979 as Reel No. 79-549 in the office of the County Recorder; thence along the Northeasterly boundary

of said Parcel One in Reel 79-549 and its Northwesterly extension North  $48^{\circ}30'30''$  West 25.94 feet to the Southeasterly line of Ortega Street and the most Westerly corner of the real property described as Parcel One in the Deed by Trustees filed for record May 24, 1968 in Book 2233 at Page 511 of Official Records; thence along the Southeasterly line of Ortega Street North  $41^{\circ}30'18''$  East 12.00 feet; thence on a line parallel with the Southwesterly boundary of said Parcel One in Book 2233 at Page 511 South  $48^{\circ}30'30''$  East 143.70 feet to its most Southerly corner; thence along the Southeasterly boundary of said Parcel One in Book 2233 at Page 511 North  $36^{\circ}56'35''$  East 39.36 feet to its most Easterly corner; thence along the Northeasterly boundary of said Parcel One in Book 2233 at Page 511 North  $48^{\circ}30'47''$  West 140.58 feet to the Southeasterly line of Ortega Street; thence along the Southeasterly line of Ortega Street North  $41^{\circ}30'18''$  East 84.83 feet to the most Westerly corner of the real property described in the Decree of Final Distribution filed for record February 2, 1956 in Book 1359 at Page 305 of Official Records; thence along the Southwesterly boundary of said Book 1359 at Page 305 South  $48^{\circ}30'03''$  East 28.00 feet to the most Westerly corner of the real property described in the Grant Deed filed for record December 5, 1979 as Reel No. 79-57059 in the office of the County Recorder; thence along the Northwesterly boundary of said Reel No. 79-57059 North  $41^{\circ}30'18''$  East 12.00 feet to its most Northerly corner; thence along the Northeasterly boundary of said Reel No. 79-57059, South  $48^{\circ}29'59''$  East 108.50 feet to its most Easterly corner; thence North  $40^{\circ}19'59''$  East 32.06 feet to the most Easterly corner of said Book 1359 at Page 305; thence along the Northeasterly boundary of said Book 1359 at Page 305 North  $48^{\circ}30'04''$  West 135.84 feet to the Southeasterly line of Ortega Street; thence along the Southeasterly line of Ortega Street North  $41^{\circ}30'18''$  East 104.20 feet to its intersection with the Southwesterly line of Anacapa Street, said intersection being the most Northerly corner of said Block 210; thence along the Southwesterly line of Anacapa Street South  $48^{\circ}30'30''$  East 300.87 feet to the most Easterly corner of the real property described in Exhibit "B" of the Quitclaim Deed and Easement Agreement filed for record December 26, 1979 as Reel No. 79-59896 in the office of the County Recorder; thence along the Southerly boundary of Exhibit "B" of 79-59896 South  $86^{\circ}29'22''$  West 14.14 feet to a point on the Northwesterly boundary of the real property described as Parcel One in the Corporation Grant Deed filed for record May 1, 1980 as Reel No. 80-17853 in the office of the County Recorder; thence along the Northwesterly boundary of said Parcel One of 80-17853 South  $41^{\circ}30'37''$  West 212.28 feet to the most Westerly corner of said Parcel One of 80-17853; thence along the Southwesterly

boundary of said Parcel One of 80-17653 South 48°30'30" East 160.00 feet to the Northwesterly line of Cota Street; thence along the Northwesterly line of Cota Street South 41°30'14" West 50.00 feet to the true point of beginning.

PARCEL TWO:

An easement for public vehicular and pedestrian ingress and egress, including the right to improve said easement for said purposes, on and over a portion of Block 210 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the official map thereof described as Parcel One in the Grant Deed recorded February 28, 1975 in Book 2554 at Page 424 of Official Records in the office of the County Recorder of said County, described as follows:

Beginning at the most Northerly corner of said Parcel One in Book 2554 at Page 424; thence along the Northwesterly boundary of said Parcel One, South 41°30'18" West 11.2 feet; thence South 59°36'07" East 17.16 feet to a point on the Southeasterly boundary of said Parcel One; thence along the Southeasterly boundary of said Parcel One North 41°30'18" East 7.9 feet to the most Easterly corner of said Parcel One; thence along the Northeasterly boundary of said Parcel One North 48°30'30" West 16.86 feet to the point of beginning.

PARCEL THREE:

An easement for the purpose of pedestrian travel, landscaping, and purposes incident thereto, over, along and across a portion of Block 210, in the City of Santa Barbara, County of Santa Barbara, State of California, as shown upon that record of survey map filed for record in Book 111 of Record of Surveys at Page 42 in the office of the County Recorder of said County, said portion being more particularly described as follows:

Beginning at a nail and tag marked "LS 3306" set at the intersection of the City Monument Line located 5.00 feet Southeasterly of and parallel to the Northwesterly line of Ortega Street and a line located 5.00 feet Southwesterly of and parallel to the Northeasterly line of State Street; thence the following courses: South 48°29'45" East 182.81 feet, North 41°30'00" East 5.00 feet to the Northeasterly line of State Street and the true point of beginning, North 41°30'00" East 106.00 feet, South 48°50'00" East 7.58 feet, North 41°30'00" East 50.65 feet, South 48°49'17" East 10.00 feet, South 41°30'00" West 71.71 feet, North 48°50'00" West 7.58 feet, South 41°30'00" West 84.97 feet to the Northeasterly line of State Street, North 48°29'45" West along the Northeasterly line of State Street 10.00 feet to the true point of beginning. Said easement excludes all air space above elevation 36.10 feet, said elevation based on USC & GS benchmark J-324, elevation 41.590 feet (1979 adjusted) located at the base of flagpole, De La Guerra Plaza.

PARCEL FOUR:

That portion of Block 210 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the official map thereof, described as follows:

Beginning at the point of intersection to the Northeasterly line of the tract of land described in the Deed from H.G. Trussell, Trustee, et al. to W. W. Hopkins, dated March 8, 1875 and recorded in Book "O" at Page 172, of Deeds, records of said County, with the Southeasterly line of Ortega Street (said point of intersection being 144.23 feet, more or less, Southwesterly along said street line from the most Northerly corner of said Block 210, as shown on said map); thence North-easterly along said street line 40 feet thence at right angles Southeasterly 139 feet, more or less, to the line of land now or formerly of D. W. Thompson; thence Southwesterly along said line of land now or formerly of Thompson, 40 feet, more or less, to the intersection of said line with the Northeasterly line of the tract of land described in said deed to Hopkins; thence North-westerly, along the line for said tract of land so described in said Deed to Hopkins, 139 feet, more or less, to the point of beginning.

EXCEPTING therefrom that portion described in the Deed to the City of Santa Barbara, recorded December 5, 1979 as Instrument No. 79-57059, Official Records of said County.

PARCEL FIVE:

That portion of Block Two Hundred Ten (210) in the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map adopted August 8, 1855, by Ordinance No. 7 of said City, described as follows:

Beginning at a point on the Southeasterly line of Ortega Street distant thereon 308 feet Northeasterly from the most Westerly corner of said Block, said point of beginning being the most Westerly corner of the land conveyed to Jose Borderre, et ux., dated December 29, 1925 and recorded in Book 82, Page 409 of Official Records of said County; thence Southwesterly along said line of Ortega Street 4 feet thence at right angles Southeasterly 136.84 feet; more or less, to a point in the Northwesterly line conveyed to Dixie W. Thompson, dated

July 18, 1883 and recorded in Book 38, at Page 60 of Deeds, records of said County; thence Northeasterly along said last mentioned line 4 feet to the Southwesterly line of said Borderre Tract of land; thence Northwesterly along said last mentioned line 136.84 feet, more or less, to the point of beginning.

EXCEPTING therefrom that portion described in the Deed to the City of Santa Barbara, recorded December 5, 1979 as Instrument No. 79-57059, Official Records of said County.

EXCEPTING therefrom all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Central City Redevelopment Project Area and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me, a Notary Public, personally appeared \_\_\_\_\_ personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of the REDEVELOPMENT AGENCY OF THE CITY OF SANTA BARBARA, and acknowledged to me that such public agency executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me, a Notary Public, personally appeared \_\_\_\_\_ personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of the CITY OF SANTA BARBARA, and acknowledged to me that such public agency executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me, a Notary Public, personally appeared \_\_\_\_\_ personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as general partner of PASEO NUEVO ASSOCIATES, a California limited partnership; said partnership being a general partner of SANTA BARBARA ASSOCIATES, a California general partnership, the

general partnership that executed the within instrument, and acknowledged to me that such general partnership executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me, a Notary Public, personally appeared \_\_\_\_\_, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as \_\_\_\_\_ of JMB/PN, INC., an Illinois corporation; said corporation being a general partner of JMB/Paseo Nuevo Associates, an Illinois general partnership; said partnership being a general partner of SANTA BARBARA ASSOCIATES, a California general partnership, the general partnership that executed the within instrument, and acknowledged to me that such general partnership executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me, a Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, personally known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as \_\_\_\_\_ and \_\_\_\_\_ of CARTER HAWLEY HALE STORES, INC., a Delaware corporation, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

general partnership that executed the within instrument, and acknowledged to me that such general partnership executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me, a Notary Public, personally appeared \_\_\_\_\_, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as \_\_\_\_\_ of JMB/PN, INC., an Illinois corporation; said corporation being a general partner of JMB/Paseo Nuevo Associates, an Illinois general partnership; said partnership being a general partner of SANTA BARBARA ASSOCIATES, a California general partnership, the general partnership that executed the within instrument, and acknowledged to me that such general partnership executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

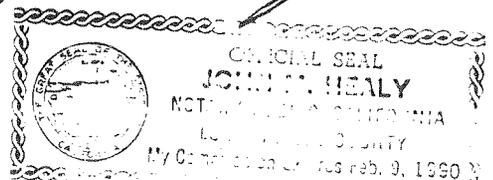
STATE OF CALIFORNIA )  
 )  
COUNTY OF Los Angeles ) ss.

On this 22 day of February, 1989, before me, a Notary Public, personally appeared Robert L Turner and R. J. Belmartin, personally known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as Vice President and Asst Secretary of CARTER HAWLEY HALE STORES, INC., a Delaware corporation, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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STATE OF Washington )  
COUNTY OF King ) ss.

On this 14th day of February 1989, before me, a Notary Public, personally appeared James E Nordstrom personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as co-chairman of NORDSTROM, INC., a Washington corporation, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Kathy L. Suzewicz  
NOTARY PUBLIC

LEGAL DESCRIPTION

Parcels 4, 5, 6, 13 and 14 of Parcel Map No. 20,504 in the City of Santa Barbara, County of Santa Barbara, State of California, as per map recorded in Book 42, Pages 86 through 98, inclusive of Parcel Maps, in the office of the County Recorder of said County.

EXCEPTING from a portion of said land all oil, gas and mineral substances, provided that the surface opening of any well, hole, shaft or other means of exploring for, reaching or extracting such substances shall not be located within the Central City Redevelopment Project and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof, as reserved in various documents of record.