

LAFCO

Santa Barbara Local Agency Formation Commission
105 East Anapamu Street ♦ Santa Barbara CA 93101
805/568-3391 ♦ FAX 805/568-2249
www.sblafco.org ♦ lafco@sblafco.org

March 7, 2024 (Agenda)

Local Agency Formation Commission
105 East Anapamu Street
Santa Barbara CA 93101

Amending Sphere of Influence for Santa Rita Hills Community Services District

Dear Members of the Commission

RECOMMENDATION

It is recommended that the Commission consider updating the Spheres of Influence, as follows:

- a) Finding that the action is exempt from provisions of the California Environmental Quality Act (CEQA) *based on the determination that this action does not have the potential for causing a significant effect on the environment (Section 15061(b)(3))*. The SOI amendment also does not relate to changes in the physical world which a public agency is about to make, authorize or fund and, therefore, is not a “project” under CEQA Guidelines section 15378, and

- b) Adopt resolutions, amending the Spheres of Influence for Santa Rita Hills Community Services District.

DISCUSSION

Background:

The law requires that Spheres of Influence be updated every five years. The Santa Barbara Local Agency Formation Commission (LAFCO) received a report from its staff regarding Transportation MSR/SOI and continued the schedule review and update to the Sphere of Influence for the Santa Rita Hills Community Services District in Santa Barbara County.

Staff has reviewed all the material including public comments presented at the January 11, 2024 hearing and concludes with the inclusion of all material reference in the report on January 11, 2024 with attachments. In light of that review, the Executive Officer recommends that the Commission amend the Sphere of Influence for the Santa Rita Hills

Commissioners: Jay Freeman, Chair ♦ Craig Geyer ♦ Joan Hartmann ♦ James Kyriaco ♦ Jorge Magana ♦ Bob Nelson
♦ Jenelle Osborne ♦ Alice Patino, Vice-Chair ♦ Jim Richardson ♦ Shane Stark ♦ Das Williams **Executive Officer:** Mike Prater

BUSINESS ITEM No. 1

Community Services District to include the MOA Road as Study Area #1. The attachments included the Countywide Service and Sphere Review for Transportation, Parking, Street Sweeping & Beautification, Lighting, Transit, and Airport Services, Public Hearing Notice, Comment Letters & Change Table.

A number of issues were raised during public comment concerning the 3-person make-up of the Board of Directors for SRHCSD, application for amending the SOI, detailed meets-and-bounds for MOA Roadway alignment among others.

The Commission Legal Counsel opined in open session at January meeting regarding the role of the Commission related to 3-Member Board of SRHCSD. This is to say, the make-up of the Board of Directors is not an action, determination, or enforcement of LAFCO. That role is for other County Departments and if concerns are raised either the District Attorney Office or Civil Grand Jury process could consider the matter.

The necessity or need for an application to amend the SRHCSD Sphere of Influence does not necessarily have to come from a formal application as outlined in the CKH Act. Through the process of a Municipal Service Review and Sphere of Influence Update process the Commission may act on determining the SOI for the studied agency.

The CKH Act outlines the need for a simple map to delineate the sphere of influence boundary and does not call for detailed meets-and-bounds such as what is required for an annexation application. The recommended SOI for SRHCSD aligns with the County approved grading and Land Use Permit for Case No. 15LUP-00000-00072; APN 099-150-016; "RANCHO SANTA RITA (BLANCO) ACCESS ROAD GRADING PROJECT"; 23GRD-00221. This permit has been appealed and will proceed with County appeal process. LAFCO staff utilized the same pre-permit plans/specs submitted and drawn by Stantec as further depicted in Exhibit B of draft Resolution of this report to align SOI and future proposed roadway.

Conclusion. LAFCO has completed all the steps necessary to update the affected agency Sphere of Influence consistent with the Cortese-Knox-Hertzberg Act. As stated in the MSR *"The Executive Officer also recommends the Santa Rita Hills Community Services District align with the 1990 MOA Road that was granted permission to be built along the easement. Connecting the end of Sweeney Road to the District boundary would resolve access to the Lakeview Estates. AB 2455 sunsets on January 1, 2035. If the District cannot resolve the issue with roadway access by the time AB 2455 expires, then under Senate Bill 448 (Wieckowski) LAFCO will notify the State Controller's Office to have SRHCSD join the list of inactive districts."* The recommendation to expand the SOI is because of the importance of the road to SRHCSD and the contentious history of the road.

Attachments

Attachment A – Notice of Exemption Section 15061(b)(3), and 15378 not a project

Attachment B – Draft Resolution amending SRHCSD SOI

Attachment C – Public Comments

Please contact the LAFCO office if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Prater".

Mike Prater
Executive Officer

NOTICE OF EXEMPTION

Filing of Notice of Exemption in Compliance with Section 21108 of the Public Resources Code

TO: County Clerk
County of Santa Barbara
105 East Anapamu Street
Santa Barbara CA 93101

FROM: Local Agency Formation Commission 105
East Anapamu Street, Room 407 Santa
Barbara CA 93101
805/568-3391

PROJECT TITLE: SPHERE OF INFLUENCE UPDATE AND MUNICIPAL SERVICE REVIEW FOR SANTA RITA HILLS COMMUNITY SERVICES DISTRICT IN SANTA BARBARA COUNTY

PROJECT LOCATION AND DESCRIPTION:

Project Location:

The jurisdictional boundaries of Santa Rita Hills Community Services District are included, located in Santa Barbara County.

Description of Nature, Purpose, and Beneficiaries of Project:

LAFCO has prepared a Sphere of Influence (SOI) Update and Municipal Service Review for 23 agencies identified in the Transportation MSR. The SOI is a 20-year growth boundary that includes areas that may be served by a City or District in the future. This SOI update and Service Review recommends amending the Santa Rita Hills Community Services District Sphere of Influence to include the MOA Road part of Study Area #1. The Cortese-Knox-Hertzberg Act calls for the Service Review to be completed either prior to or concurrent with, the Sphere of Influence update. The Service Review evaluates the public services provided by the 23 agencies and provides the information base for updating the SOIs.

Name of Person or Agency Carrying Out the Project:

Santa Barbara Local Agency Formation Commission

Reasons for Exemption. The proposed Sphere of Influence Update and Municipal Services Review does not involve any entitlement, authorization, or permit for the siting or construction of any facilities or development. CEQA Regulation Section 15061(b)(3) states "The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." Also, the SOI amendment does not relate to changes in the physical world which a public agency is about to make, authorize or fund and, therefore, is not a "project" under Section 15378. (See *City of Agora Hills v. LAFCO* (1998) 198 C.A.3d 480, 493.) Therefore, the SOI amendment is exempt per Sections 15061(b)(3) and 15378 of the State CEQA Guidelines.

Mike Prater, Executive Officer

March 7, 2024
Date

A Sphere of Influence is a plan for probable, physical boundary and service areas of a local agency or jurisdiction. As such, it does not give property inside the Sphere boundary any more development rights than what already exist. The Sphere of Influence Boundary is a long-range planning tool that assists LAFCO in making decisions about a jurisdiction's future boundary. The Sphere indicates areas that might be served by an agency. It is unknown if an area will ever be annexed to the agency. Also, it is often uncertain what type of precise land use is going to be proposed for a specific area. In the case of Santa Rita Hills Community Service District Sphere of Influence Update, extension of MOA Road (Rancho Santa Rita access road) is recommended in the Sphere of Influence Update document.

The study of impacts associated with the Sphere of Influence is often speculative since it is unclear what type of project might be proposed or if an area will even be annexed in the future. The City and County study impacts comprehensively when a project-specific environmental review is completed.

Santa Rita Hills Community Services District – Study Area 1 MOA Road easement. Since 1990 the MOA Road that was granted permission to be built along the easement would connect the end of Sweeney Road to the District boundary. The County permit expired, and the case was closed in 2013 for an access road. A new permit will be issued under an exemption before construction of the access road is granted. No development is being contemplated and the land use regulations for the area would not be expected to change.

The Santa Barbara Local Agency Formation Commission will approve the above-referenced project on March 7, 2024 and has determined it to be exempt from further environmental review under the requirements of California Environmental Quality Act (CEQA) of 1970, as defined in the State and local Guidelines for the implementation of CEQA.

Exempt Status:

- Ministerial
- Statutory
- Categorical Exemption
- Emergency Project
- No Possibility of Significant Effect [Sec. 15061 (b,3)]

By: _____
Executive Officer

Date: 3/7/24

RESOLUTION OF THE SANTA BARBARA LOCAL AGENCY FORMATION
COMMISSION MAKING WRITTEN DETERMINATIONS AND CEQA FINDINGS
APPROVING AMENDMENT TO SPHERE OF INFLUENCE FOR SANTA RITA
HILLS COMMUNITY SERVICES DISTRICT

WHEREAS, pursuant to Government Code Section 56425, 56427, and 56430, and the Commission's duly adopted Policies for Spheres of Influence determinations, the Commission has initiated and conducted the 2023 Countywide Transportation, Parking, Street Sweeping & Beautification, Lighting, Transit, and Airport Services and Sphere of Influence Review for 23 agencies: Goleta West Sanitary District, Isla Vista Community Services District, Mission Hills Community Services District, Santa Rita Hills Community Services District, Santa Ynez Community Services District, Guadalupe Lighting District, Mission Canyon Lighting District, North County Lighting District, County Service Area 3 (Goleta Valley), County Service Area 11 (Summerland & Carpinteria Area), County Service Area 41 (Rancho Santa Rita), Santa Maria Public Airport District, Santa Barbara Metropolitan Transit District, City of Buellton, City of Carpinteria, City of Goleta, City of Guadalupe, City of Lompoc, City of Santa Barbara, City of Santa Maria, and City of Solvang ("service providers").

WHEREAS, the Commission is required to review and update, as necessary, adopted spheres of influence not less than every five years, and

WHEREAS, the Commission is directed to conduct a review of municipal services not later than the time it considers an action to establish or update a sphere of influence, and

WHEREAS, the Executive Officer has given the notices required by law and forwarded copies of his report to officers, persons and service providers as prescribed by law; and

WHEREAS, on January 11, 2024, the Commission took final action to approve the municipal service reviews and spheres of influence updates and amendments for the agencies listed above, except for the sphere of influence amendment for the Santa Rita Hills Community Services District, which was continued to the Commission's regular meeting on March 7, 2024; and

WHEREAS, the Commission has heard, discussed and considered all relevant evidence, including but not limited to, the Executive Officer reports, and environmental documents, applicable general and specific, plans and all testimony; and

WHEREAS, the proposed sphere of influence amendment concerns the access road, referred to as the "Memorandum (MOA) of Agreement Road," from Sweeny Road to the District and is of great importance; and

WHEREAS, the Commission recognizes that for years the access road has been a source of contention between the residents of Santa Rita Hills and the landowners on whose land the road easement is located; and

WHEREAS, including the road easement area within the District's sphere of influence as a study area may help facilitate eventual resolution of long-standing issues; and

WHEREAS, at said hearings, this Commission heard and received all oral and written protests, objections, and evidence which were made, presented or filed, and all person's present were given the opportunity to hear and be heard in respect to any matter relating to said Sphere of Influence Update and Municipal Service Review for the Santa Rita Hills Community Services District; and

NOW, THEREFORE, BE IT RESOLVED DETERMINED AND ORDERED by the Commission as follows:

- (1) Finds this action is exempt from provisions of the California Environmental Quality Act, Public Resources Code section 21000 et seq. (CEQA) *based on the determination that this action does not have the potential for causing a significant effect on the environment (Section 15061(b)(3))*. The SOI amendment also does not relate to changes in the physical world which a public agency is about to make, authorize or fund and, therefore, is not a "project" under CEQA Guidelines section 15378;
- (2) Has considered all factors required to be considered by Government Code Section 56425(e) and 56430 and hereby adopts such determinations as set forth in the Final Adopted Sphere of Influence Update and Municipal Service Review with said determinations being incorporated by reference herein as though set forth in full; and
- (3) Amends the Sphere of Influence of the Santa Rita Hills Community Services District to include the MOA Road easement area not currently within the boundaries of the agencies, as shown on Exhibit A and B.

This resolution is hereby adopted this 7th day of March, 2024 in Santa Barbara, California.

AYES:

NOES:

ABSTAIN:

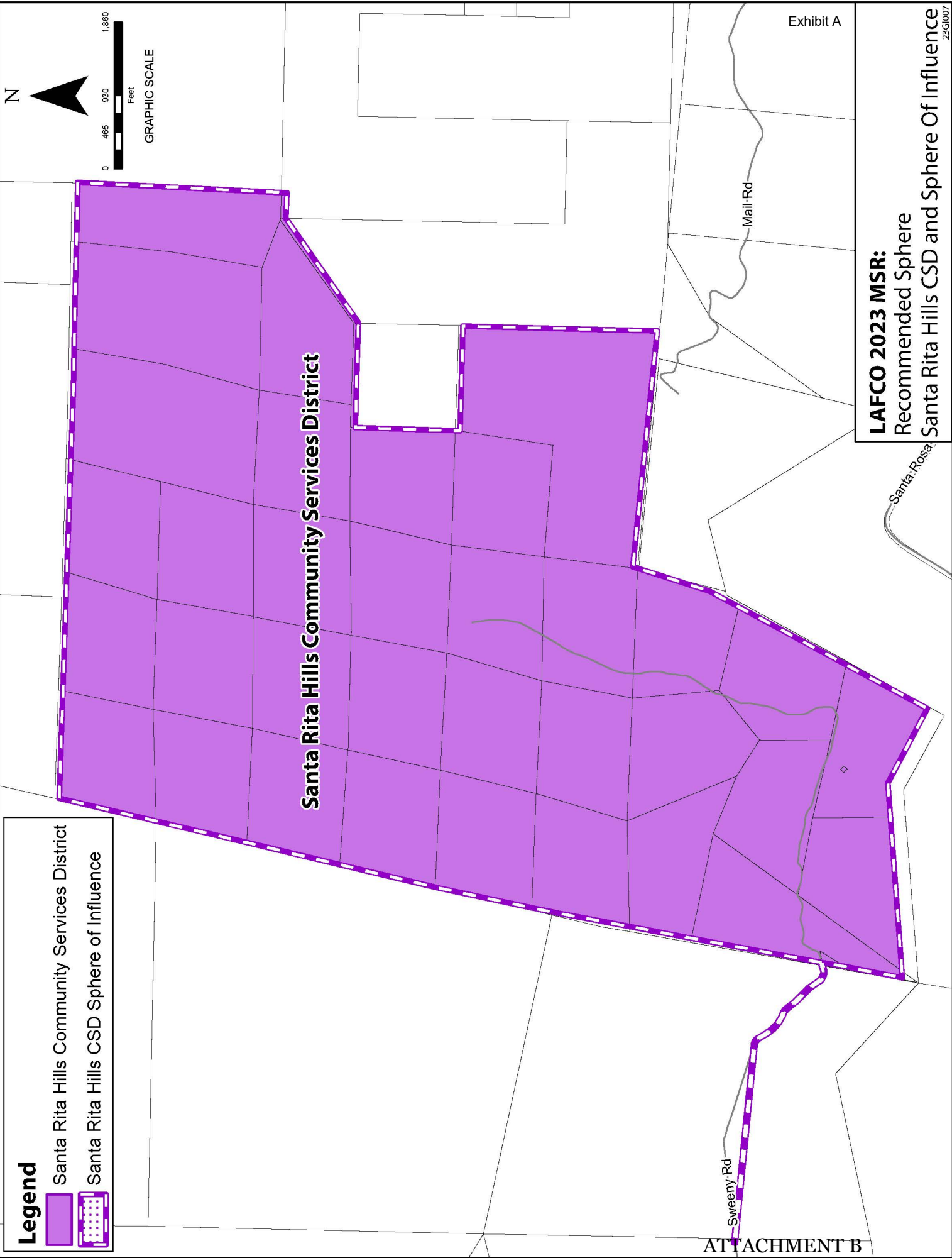
Santa Barbara County Local Agency
Formation Commission

By: _____
Jay Freeman, Chair

Date: _____

ATTEST:

Natasha Carbajal, Clerk/Analyst
Santa Barbara County
Local Agency Formation Commission



Legend

-  Santa Rita Hills Community Services District
-  Santa Rita Hills CSD Sphere of Influence

Santa Rita Hills Community Services District

Exhibit A

LAFCO 2023 MSR:

Recommended Sphere

Santa Rita Hills CSD and Sphere Of Influence

23GI007

ATTACHMENT B



12/18/2023, 1:10

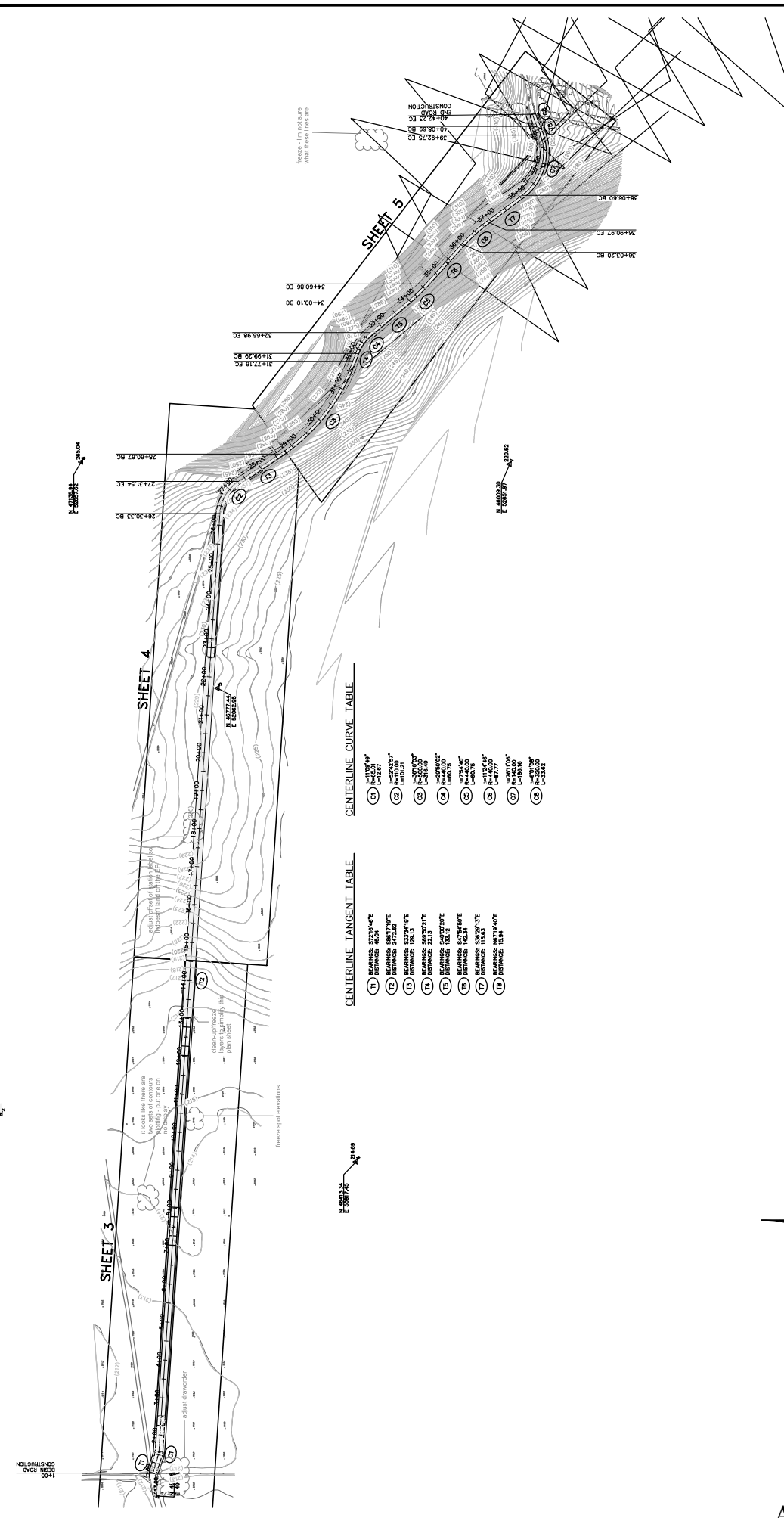
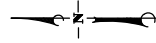
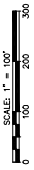
STATE PROJECT NO. 204877400
 SHEET 2 OF 6
 PLAN DATE 04/10/2023
 PLAN DATE 04/10/2023



PREPARED BY: **Stantec**
 2445 SAN MARINO BLVD, SUITE 100, DOWNEY, CA 90241
 PROJECT ENGINEER: BRIAN DANIELS
 PROJECT NO.: 204877400

NO.	DATE	REVISION BLOCK	APPRO.	PREPARED FOR:

SITE PLAN
 SCALE: 1" = 100'



CENTERLINE TANGENT TABLE

STATION	BEARINGS	DISTANCES
11	B ¹ 110°44'	112.87
12	B ² 272°07'	110.21
13	B ³ 281°03'	126.40
14	B ⁴ 342°00'	146.75
15	B ⁵ 110°00'	146.75
16	B ⁶ 110°00'	146.75
17	B ⁷ 110°00'	146.75
18	B ⁸ 110°00'	146.75

CENTERLINE CURVE TABLE

STATION	BEARINGS	DISTANCES
19	B ⁹ 272°07'	110.21
20	B ¹⁰ 281°03'	126.40
21	B ¹¹ 342°00'	146.75
22	B ¹² 110°00'	146.75
23	B ¹³ 110°00'	146.75
24	B ¹⁴ 110°00'	146.75
25	B ¹⁵ 110°00'	146.75

FOR REDUCED PLANS
 ORIGINAL SCALE IN INCHES

ATTACHMENT B

From: hblanco@abns.com
Sent: Monday, February 12, 2024 2:39 PM
To: mike.sblafco@gmail.com
Cc: 'Hank Blanco'
Subject: To LAFCO Commissioners ; Santa Barbara BOSupervisors and William Dillon, Legal Counsel please...
Attachments: 20240207074422224.pdf

Commissioners,

I am a property owner in Lakeview Estates. Your January agenda (item 6, d, 2) included consideration of a staff proposal to amend the Sphere of Influence of Study Area #1 for the Santa Rita Hills Community Services District to include the Memorandum of Agreement (MOA) Road easement area not currently within the boundaries of the agency. A copy of the footprint for requested expansion area is attached.

Lakeview Estates is currently unserved by an all-weather road. This has impeded improvements to parcels inside the Santa Rita Hills Community Services District. The road is necessary to correct an overly optimistic 1960's plan to dam the Santa Ynez River located on the south edge of the district and connect to Santa Rita Road. That access is impossible for obvious reasons and the Lakeview Estates parcel owners have been using an old access road, for decades, which is inadequate to meet county standard to allow improvements inside the district.

Recently litigation concluded that establishes a new road access, pursuant to an existing 1990 Memorandum of Agreement between the district parcel owners and the Cargasacchi family (who own the land between the current terminus of Sweeney Road and the western district boundary). This new access road, meeting county standards, will allow access for fire and public safety officials as well as the parcel owners.

Expansion of the district's sphere of influence by LAFCO is consistent with your mandate to encourage the efficient provision of government services and encourage the orderly formation and development of local agencies based on local conditions and circumstances. See, Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, section 56300(a).

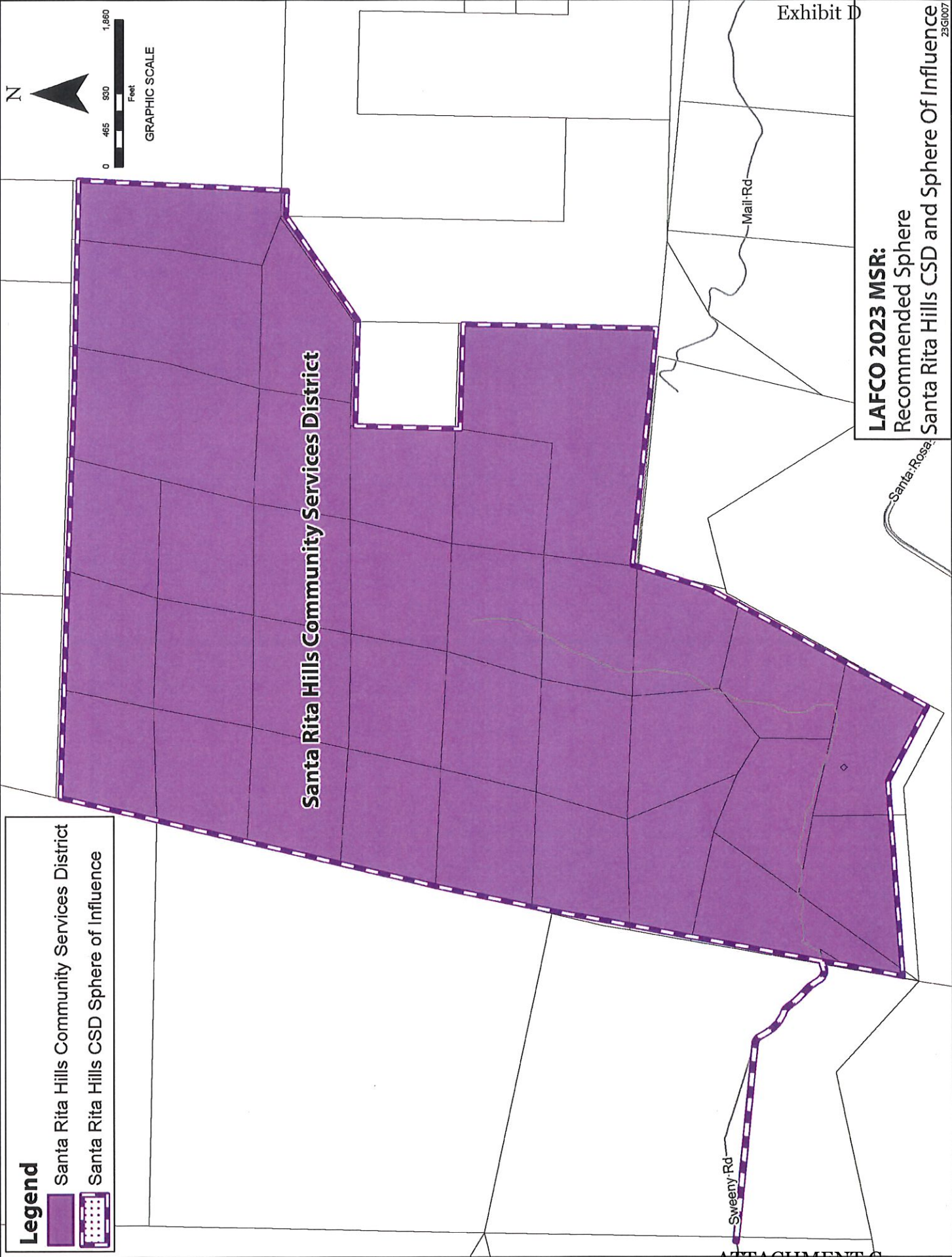
Planned, well ordered, efficient urban development of the existing 39 parcels at Lakeview Estates requires access to a public roadway that meets county standards. Expansion of the Shere of Influence for the Santa Rita CSD will allow the district to build and manage the needed new road.

Expansion of the district's sphere of influence will allow the district to construct and maintain a new all-weather access road from the current terminus of Sweeney Road to the western edge of the district's current boundary. It is needed to serve all 39 parcel owners in the district and approval is consistent with LAFCO's mandate. I urge you to approve the SOI expansion.

Thank you for your attention to this important matter. If you have questions please contact me.

Hank Blanco

cc: Mike Prater, Executive Officer
William Dillon, Legal Counsel



Legend

- Santa Rita Hills Community Services District
- Santa Rita Hills CSD Sphere of Influence

Santa Rita Hills Community Services District

Exhibit D

LAFCO 2023 MSR:
 Recommended Sphere
 Santa Rita Hills CSD and Sphere Of Influence

23/01/07



LAND USE PERMIT NO.: 15LUP-00000-00072

Project Name: BLANCO GRADING FOR ACCESS ROAD IMPROVEMENTS
Project Address: 4375 SWEENEY RD, LOMPOC, CA 93436
A.P.N.: 099-150-016
Zone: AG-II-100

The Planning and Development Department hereby approves this Land Use Permit for the project described below based upon compliance with the required findings for approval and subject to the attached terms and conditions.

APPROVAL DATE: 1/29/2024
LOCAL APPEAL PERIOD BEGINS: 1/30/2024
LOCAL APPEAL PERIOD ENDS: 2/8/2024
DATE OF PERMIT ISSUANCE (if no appeal filed): 2/9/2024

APPEALS:

- The approval of this Land Use Permit may be appealed to the County Planning Commission by the applicant, owner, or any aggrieved person. An aggrieved person is defined as any person who, either in person or through a representative, appeared at a public hearing in connection with this decision or action being appealed, or who by other appropriate means prior to a hearing or decision, informed the decision-maker of the nature of their concerns, or who, for good cause, was unable to do either. The appeal must be filed in writing and submitted in person to the Planning and Development Department at either 123 East Anapamu Street, Santa Barbara, or 624 West Foster Road, Suite C, Santa Maria, prior to 5:00 p.m. on or before the date that the local appeal period ends as identified above (CLUDC Chapter 35.102 Appeals).
- Payment of a fee is required to file an appeal of the approval of this Land Use Permit.

PROJECT DESCRIPTION SUMMARY: The project is a request for a Land Use Permit to grade a road through an easement over an existing agricultural field. The proposed road will be 20 feet wide and will span 3,945 linear feet. Grading will include 1,157 cubic yards of cut and 864 cubic yards of fill. To receive additional information regarding this project and/or to view the application and/or plans, please contact Kevin De Los Santos at 123 East Anapamu Street, Santa Barbara, by email (santosk@countyofsb.org) or by phone ((805) 884-8051).

PROJECT SPECIFIC CONDITIONS: See Attachment "A"

ASSOCIATED CASE NUMBERS: None

PERMIT ISSUANCE: This Land Use Permit will be issued following the close of the appeal period provided an appeal is not filed, or if appealed, the date of final action on the appeal which has the effect of upholding the approval of the permit. Issuance of this permit is subject to compliance with the following terms and conditions:

- Notice.** Notice of this project shall be posted on the project site by the applicant utilizing the language and form of the notice provided by the Planning and Development Department. The notice shall remain posted continuously until at least 10 calendar days following action on the permit, including an action on any appeal of this permit (CLUDC Chapter 35.106 Noticing and Public Hearings). The *Proof of Posting of Notice on Project Site* shall be signed and returned to the Planning and Development Department prior to the issuance of the permit.
- Compliance with conditions.** All conditions that are required to be satisfied prior to issuance of the permit have been satisfied and the permit has been signed by the applicant or owner.
- Design Review.** If required, the project has been granted final approval by the appropriate Board of Architectural Review

(BAR), and an appeal of that final approval has not been filed.

4. **Appeals.** An appeal of the approval of this permit, or an appeal of the final approval by the BAR, has not been filed with the County. If an appeal has been filed then the permit shall not be issued until final action on the appeal(s) has occurred which has the effect of upholding the approval of this permit, and, if applicable, the final approval by the BAR.

5. **Other approvals.** Any other necessary approvals required prior to issuance of this Land Use Permit have been granted.

PERMIT EXPIRATION AND EXTENSION: This permit shall remain valid only as long as compliance with all applicable requirements of the CLUDC and the permit continues, including the conditions of approval specific to this permit. Additionally:

1. The approval of this permit shall expire either 12 months from the effective date of the permit or other period allowed in compliance with an approved Time Extension, and shall be considered void and of no further effect unless the permit is either issued within the applicable period in compliance with the terms indicated above or a valid application for a Time Extension is submitted prior to the expiration of this 12 month period and is subsequently approved (CLUDC: Section 35.82.110).
2. This permit shall expire two years from the date of issuance and be considered void and of no further effect unless the use and/or structure for which the permit was issued has been lawfully established or commenced in compliance with the issued permit or an application for a Time Extension is submitted prior to the expiration of this two year period and is subsequently approved (CLUDC: Section 35.82.110).
3. The effective date of this permit shall be (a) the day following the close of any applicable appeal period provided an appeal is not filed, or (b) if appealed, the date of final action on the appeal which has the effect of upholding the approval, or (c) some other date as indicated in this permit (CLUDC: Section 35.82.020).

WORK PROHIBITED PRIOR TO PERMIT ISSUANCE: No work, development, or use intended to be authorized pursuant to this permit approval shall commence prior to issuance of this permit and/or any other required permit (e.g., building permit).

OWNER/APPLICANT ACKNOWLEDGMENT: Undersigned permittee acknowledges receipt of this approval and agrees to abide by all conditions and terms thereof. Undersigned permittee also acknowledges that issuance of this permit for this project does not allow construction or use outside of the project description, nor shall it be construed to be an approval of a violation of any provision of any County policy, ordinance or other governmental regulation.

Frances A Romero  / 01/29/2024

Print name **Signature** **Date**

Land Use Approval By:

Kevin De Los Santos  / 1/29/2024

Director, Planning and Development **Date**

PERMIT ISSUANCE: The permit shall be issued and deemed effective on the date signed and indicated below.

Planning and Development Department Issuance By:

Planner **Date**

ATTACHMENT A: CONDITIONS OF APPROVAL

Project Description

1. **Proj Des-01 Project Description:** This Land Use Permit is based upon and limited to compliance with the project description and all conditions of approval set forth below, including mitigation measures and specified plans and agreements included by reference, as well as all applicable County rules and regulations. The project description is as follows:

The project is a request for a Land Use Permit to grade a road through an easement over an existing agricultural field. The proposed road will be 20 feet wide and will span 3,945 linear feet. Grading will include 1,157 cubic yards of cut and 864 cubic yards of fill. No trees are proposed for removal. Access to the project site is provided off of Sweeney Road. The property is a 346.16-acre parcel zoned AG-II-100 and shown as Assessor's Parcel Number 099-150-016, located at 4375 Sweeney Road in the Lompoc area, Third Supervisorial District.

Any deviations from the project description, exhibits or conditions must be reviewed and approved by the County for conformity with this approval. Deviations may require approved changes to the permit and/or further environmental review. Deviations without the above described approval will constitute a violation of permit approval.

2. **Proj Des-02 Project Conformity:** The grading, development, use, and maintenance of the property, the size, shape, arrangement, and location of the structures, parking areas and landscape areas, and the protection and preservation of resources shall conform to the project description above and the hearing exhibits and conditions of approval below. The property and any portions thereof shall be sold, leased or financed in compliance with this project description and the approved hearing exhibits and conditions of approval thereto. All plans (such as Landscape and Tree Protection Plans) must be submitted for review and approval and shall be implemented as approved by the County.

Conditions By Issue Area

3. **Air-01 Dust Control:** The Owner/Applicant shall comply with the following dust control components at all times including weekends and holidays:
 - a. Dust generated by the development activities shall be kept to a minimum with a goal of retaining dust on the site.
 - b. During clearing, grading, earth moving, excavation, or transportation of cut or fill materials, use water trucks or sprinkler systems to prevent dust from leaving the site and to create a crust after each day's activities cease.
 - c. During construction, use water trucks or sprinkler systems to keep all areas of vehicle movement damp enough to prevent dust from leaving the site.
 - d. Wet down the construction area after work is completed for the day and whenever wind exceeds 15 mph.
 - e. When wind exceeds 15 mph, have site watered at least once each day including weekends and/or holidays.
 - f. Order increased watering as necessary to prevent transport of dust off-site.
 - g. Cover soil stockpiled for more than two days or treat with soil binders to prevent dust generation. Reapply as needed.
 - h. If the site is graded and left undeveloped for over four weeks, the Owner/Applicant shall

immediately:

- i. Seed and water to re-vegetate graded areas; and/or
- ii. Spread soil binders; and/or
- iii. Employ any other method(s) deemed appropriate by P&D or APCD.

PLAN REQUIREMENTS: These dust control requirements shall be noted on all grading and/or building plans.

PRE-CONSTRUCTION REQUIREMENTS: The contractor or builder shall provide P&D and APCD with the name and contact information for an assigned onsite dust control monitor(s) who has the responsibility to:

- a. Assure all dust control requirements are complied with including those covering weekends and holidays.
- b. Order increased watering as necessary to prevent transport of dust offsite.
- c. Attend the pre-construction meeting.

TIMING: The dust monitor shall be designated prior to commencement of ground disturbing activities. The dust control components apply from the beginning of any grading or construction throughout all development activities until Final Building Inspection Clearance is issued.

MONITORING: P&D grading and building inspectors shall spot check; Grading and Building shall ensure compliance onsite. APCD inspectors shall respond to nuisance complaints.

4. **CulRes-09 Stop Work at Encounter:** The Owner/Applicant and/or their agents, representatives or contractors shall stop or redirect work immediately in the event archaeological remains are encountered during grading, construction, landscaping or other construction-related activity. The Owner/Applicant shall immediately contact P&D staff, and retain a P&D approved archaeologist and Native American representative to evaluate the significance of the find in compliance with the provisions of the County Archaeological Guidelines and conduct appropriate mitigation funded by the Owner/Applicant.
5. **Noise-02 Construction Hours:** The Owner /Applicant, including all contractors and subcontractors shall limit construction activity, including equipment maintenance and site preparation, to the hours between 7:00 a.m. and 4:00 p.m. Monday through Friday.
No construction shall occur on weekends or State holidays. Non-noise generating interior construction activities such as plumbing, electrical, drywall and painting (which does not include the use of compressors, tile saws, or other noise-generating equipment) are not subject to these restrictions.
Any subsequent amendment to the Comprehensive General Plan, applicable Community or Specific Plan, or Zoning Code noise standard upon which these construction hours are based shall supersede the hours stated herein.
PLAN REQUIREMENTS: The Owner/Applicant shall provide and post a sign stating these restrictions at all construction site entries.
TIMING: Signs shall be posted prior to commencement of construction and maintained throughout construction.
MONITORING: The Owner/Applicant shall demonstrate that required signs are posted prior to grading/building permit issuance and pre-construction meeting. Building inspectors shall spot check and respond to complaints.

6. **WatConv-01 Sediment and Contamination Containment:** The Owner/Applicant shall prevent water contamination during construction by implementing the following construction site measures:

1. All entrances/exits to the construction site shall be stabilized using methods designed to reduce transport of sediment off site. Stabilizing measures may include but are not limited to use of gravel pads, steel rumble plates, temporary paving, etc. Any sediment or other materials tracked off site shall be removed the same day as they are tracked using dry cleaning methods. Entrances/exits shall be maintained until graded areas have been stabilized by structures, long-term erosion control measures or landscaping.

2. Apply concrete, asphalt, and seal coat only during dry weather.

3. Cover storm drains and manholes within the construction area when paving or applying seal coat, slurry, fog seal, etc.

4. Store, handle and dispose of construction materials and waste such as paint, mortar, concrete slurry, fuels, etc. in a manner which minimizes the potential for storm water contamination.

PLAN REQUIREMENTS: The Owner/Applicant shall ensure all above construction site measures are printed as notes on plans.

TIMING: Stabilizing measures shall be in place prior to commencement of construction. Other measures shall be in place throughout construction.

MONITORING: The Owner/Applicant shall demonstrate compliance with these measures to P&D staff as requested during construction.

7. WatConv-04 Equipment Storage-Construction: The Owner/Applicant shall designate a construction equipment filling and storage area(s) to contain spills, facilitate clean-up and proper disposal and prevent contamination from discharging to the storm drains, street, drainage ditches, creeks, or wetlands. The areas shall be no larger than 50 x 50 foot unless otherwise approved by P&D and shall be located at least 100 feet from any storm drain, waterbody or sensitive biological resources.

PLAN REQUIREMENTS: The Owner/Applicant shall designate the P&D approved location on all grading and/or building permits.

TIMING: The Owner/Applicant shall install the area prior to commencement of construction.

MONITORING: P&D staff shall ensure compliance prior to and throughout construction.

8. WatConv-05 Equipment Washout-Construction: The Owner/Applicant shall designate a washout area(s) for the washing of concrete trucks, paint, equipment, or similar activities to prevent wash water from discharging to the storm drains, street, drainage ditches, creeks, or wetlands. Note that polluted water and materials shall be contained in this area and removed from the site as needed. The area shall be located at least 100 feet from any storm drain, waterbody or sensitive biological resources.

PLAN REQUIREMENTS: The Owner/Applicant shall designate the P&D approved location on all building and/or grading permits.

TIMING: The Owner/Applicant shall install the area prior to commencement of construction.

MONITORING: P&D staff shall ensure compliance prior to and throughout construction.

County Rules and Regulations

9. Rules-03 Additional Permits Required: The use and/or construction of any structures or improvements authorized by this approval shall not commence until the all necessary planning and building permits are obtained. Before any Permit will be issued by Planning and Development, the Owner/Applicant must obtain written clearance from all departments having conditions; such clearance shall indicate that the Owner/Applicant has satisfied all pre-construction conditions. A form for such clearance is available from Planning and Development.

- 10. Rules-05 Acceptance of Conditions:** The Owner/Applicant's acceptance of this permit and/or commencement of use, construction and/or operations under this permit shall be deemed acceptance of all conditions of this permit by the Owner/Applicant.
- 11. Rules-23 Processing Fees Required:** Prior to issuance of Land Use Permit, the Owner/Applicant shall pay all applicable P&D permit processing fees in full as required by County ordinances and resolutions.
- 12. Rules-30 Plans Requirements:** The Owner/Applicant shall ensure all applicable final conditions of approval are printed in their entirety on applicable pages of grading/construction or building plans submitted to P&D or Building and Safety Division. These shall be graphically illustrated where feasible.
- 13. Rules-33 Indemnity and Separation:** The Owner/Applicant shall defend, indemnify and hold harmless the County or its agents or officers and employees from any claim, action or proceeding against the County or its agents, officers or employees, to attack, set aside, void, or annul, in whole or in part, the County's approval of this project. In the event that the County fails promptly to notify the Owner / Applicant of any such claim, action or proceeding, or that the County fails to cooperate fully in the defense of said claim, this condition shall thereafter be of no further force or effect.
- 14. Rules-37 Time Extensions-All Projects:** The Owner / Applicant may request a time extension prior to the expiration of the permit or entitlement for development. The review authority with jurisdiction over the project may, upon good cause shown, grant a time extension in compliance with County rules and regulations, which include reflecting changed circumstances and ensuring compliance with CEQA. If the Owner / Applicant requests a time extension for this permit, the permit may be revised to include updated language to standard conditions and/or mitigation measures and additional conditions and/or mitigation measures which reflect changed circumstances or additional identified project impacts.

mike.sblafco@gmail.com

From: hblanco@abns.com
Sent: Friday, February 9, 2024 8:52 AM
To: mike.sblafco@gmail.com
Cc: 'Hank Blanco'
Subject: FW: Land Use Permit - 15LUP-072
Attachments: Appeal Application.pdf; Description of Appeal.pdf

Good morning Mike – please feel free to distribute this email and attachments to all LAFCO Board members and any other interested parties.

All the best,

Hank
805.878.2222

From: De Los Santos, Kevin <santosk@countyofsb.org>
Sent: Thursday, February 8, 2024 6:16 PM
To: Randall Fox <RBFox@reetzfox.com>; Frances Romero <fromero@twlandplan.com>
Cc: Daniels, Brianna <Brianna.Daniels@stantec.com>; Hank Blanco <hblanco@abns.com>
Subject: RE: Land Use Permit - 15LUP-072

Hi all,

Unfortunately, an appeal was filed this afternoon. Please see attached. The appeal Case No. is 24APL-004.

I will reach out after we complete our review.

Please let me know if you have any questions in the meantime.

Thanks,



Kevin De Los Santos
Planner
Planning & Development
123 E. Anapamu St.
Santa Barbara, CA 93101
805-884-8051
santosk@countyofsb.org
<http://www.countyofsb.org/plndev/home.sbc>

***** Planning and Development has implemented online permitting. You will need to be a registered user in order to submit new applications, and Accela will become our primary project communication portal. You can register now – please visit the link below to learn how!**

<https://www.countyofsb.org/asset/691df04a-6e8f-4dcf-8fd2-68f969895afd>

From: De Los Santos, Kevin <santosk@countyofsb.org>
Sent: Monday, February 5, 2024 10:48 AM
To: Frances Romero <fromero@twlandplan.com>
Cc: Daniels, Brianna <Brianna.Daniels@stantec.com>; Randall Fox <RBFox@reetzfox.com>; Hank Blanco <hblanco@abns.com>
Subject: RE: Land Use Permit - 15LUP-072

Hi Frances,

Please see attached from Mr. Morris. I received this letter on Friday while I was out of office.

We are currently reviewing the letter internally.

Please let me know if you have any questions.

Regards,



Kevin De Los Santos
Planner
Planning & Development
123 E. Anapamu St.
Santa Barbara, CA 93101
805-884-8051
santosk@countyofsb.org
<http://www.countyofsb.org/plndev/home.sbc>

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<https://www.countyofsb.org/asset/691df04a-6e8f-4dcf-8fd2-68f969895afd>

From: Frances Romero <fromero@twlandplan.com>
Sent: Monday, January 29, 2024 4:26 PM
To: De Los Santos, Kevin <santosk@countyofsb.org>
Subject: Re: Land Use Permit - 15LUP-072

Caution: This email originated from a source outside of the County of Santa Barbara. Do not click links or open attachments unless you verify the sender and know the content is safe.

Kevin,

Thank you very much!

Frances Romero

SENIOR PLANNER

TW LAND PLANNING & DEVELOPMENT, LLC

SANTA BARBARA · SANTA MARIA/ ORCUTT · VENTURA

195 S. Broadway Street, Suite #209

Orcutt, CA 93455

805.720.1120

fromero@twlandplan.com

www.twlandplan.com

On Mon, Jan 29, 2024 at 4:21 PM De Los Santos, Kevin <santosk@countyofsb.org> wrote:

Hi Frances,

Please see attached.

Please review the conditions and project description to ensure all is accurate.

Please let me know if any changes need to be made. If all looks good, please sign and return it to me via email. I will then sign it and send back the approved version.

Thanks,



Kevin De Los Santos

Planner

Planning & Development

123 E. Anapamu St.

Santa Barbara, CA 93101

805-884-8051

santosk@countyofsb.org

<http://www.countyofsb.org/plndev/home.sbc>

***** Planning and Development has implemented online permitting. You will need to be a registered user in order to submit new applications, and Accela will become our primary project communication portal. You can register now – please visit the link below to learn how!**

<https://www.countyofsb.org/asset/691df04a-6e8f-4dcf-8fd2-68f969895afd>



Appeal Application

STEP 1: SUBJECT PROPERTY

099-150-016

ASSESSOR'S PARCEL NUMBER(S)

4000 Sweeney Road, Lompoc (County)

PROPERTY ADDRESS (IF APPLICABLE)

BUSINESS/ESTABLISHMENT NAME (IF APPLICABLE)

STEP 2: PROJECT DETAILS

BLANCO GRADING FOR ACCESS ROAD IMPROVEMENTS

PROJECT TITLE

15LUP-00000-00072; 23GRD-00221

CASE NO(S).

Director

01/29/2024

DECISION MAKER

DATE OF ACTION

Is the appeal related to cannabis activities?

Yes No

STEP 3: APPEAL CONTACTS

APPELLANT

John Cargasacchi

NAME (if LLC or other legal entity, must provide documentation)

137 E. Anapamu Street

STREET ADDRESS

Santa Barbara

CA

93101

CITY,

STATE

ZIP

805.560.9833

epmlawsb@gmail.com

PHONE

EMAIL

AGENT

E. Patrick Morris

NAME (if LLC or other legal entity, must provide documentation)

137 E. Anapamu Street

STREET ADDRESS

Santa Barbara

CA

93101

CITY,

STATE

ZIP

805.560.9833

epmlawsb@gmail.com

PHONE

EMAIL

ATTORNEY

E. Patrick Morris

NAME (if LLC or other legal entity, must provide documentation)

137 E. Anapamu Street

STREET ADDRESS

Santa Barbara

CA

93101

CITY,

STATE

ZIP

805.560.9833

epmlawsb@gmail.com

PHONE

EMAIL

STEP 4: APPEAL DETAILS

Is the Appellant the project Applicant? Yes No

If not, please provide an explanation of how you are an "aggrieved party", as defined in Step 5 on page 2 of this application form:

I am an owner of the property to be developed in 15LUP-00000-00072, APN 099-150-016.

I am also a co-owner of the MOA easement to be altered.

I am a lessor of the agricultural land to be graded in 23GRD-00221.

Please provide a clear, complete, and concise statement of the reasons or ground for appeal:

- Why the decision or determination is consistent/inconsistent with the provisions and purposes of the County's Zoning Ordinances or other applicable law;
- There was error or abuse of discretion;
- The decision is not supported by the evidence presented for consideration;
- There was a lack of a fair and impartial hearing; or
- There is significant new evidence relevant to the decision which could not have been presented at the time the decision was made.
- Coastal Zone – Accessory Dwelling Unit appeals: Appellant must demonstrate that the project is inconsistent with the applicable provisions and policies of the certified Local Coastal Program or that the development does not conform to the public access policies set forth in the Coastal Act.

See attachment to this Appeal with exhibits, incorporated herein by this reference.



STEP 5: APPELLANT, AGENT, AND ATTORNEY ACKNOWLEDGEMENTS

I hereby certify under penalty of perjury that I have read the information below and that:

1. I have carefully reviewed and prepared the appeal application in accordance with the instructions; and
2. I provided information in this appeal application, including all attachments, which are accurate and correct; and
3. I understand that the submittal of inaccurate or incomplete information or plans, or failure to comply with the instructions may result in processing delays and/or denial of my application; and
4. I understand that it is the responsibility of the applicant/appellant to substantiate the request through the requirements of the appeal application; and
5. I understand that upon further evaluation, additional information/documents/reports/entitlements may be required; and
6. I understand that all materials submitted in connection with this appeal application shall become public record subject to inspection by the public. I acknowledge and understand that the public may inspect these materials and that some or all of the materials may be posted on the Department’s website; and
7. I understand that denials will result in no refunds; and
8. I understand that Department staff is not permitted to assist the applicant, appellant, or proponents and opponents of a project in preparing arguments for or against the project; and
9. I understand that there is no guarantee – expressed or implied – that an approval will be granted. I understand that such application must be carefully evaluated and after the evaluation has been conducted, that staff’s recommendation or decision may change during the course of the review based on the information presented; and
10. I understand an aggrieved party is defined as any person who in person, or through a representative, appears at a public hearing in connection with the decision or action appealed, or who, by the other nature of his concerns or who for good cause was unable to do either; and
11. Pursuant to California Civil Code Section 1633.5(b), the parties hereby agree that where this Agreement requires a party signature, an electronic signature, as that term is defined at California Civil Code Section 1633.2(h), shall have the full force and effect of an original (“wet”) signature. A responsible officer of each party has read and understands the contents of this Agreement and is empowered and duly authorized on behalf of that party to execute it; and
12. I understand that applicants, appellants, contractors, agents or any financially interested participant who actively oppose this project who have made campaign contributions totaling more than \$250 to a member of the Planning Commission or Board of Supervisors since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount and date of the campaign contribution and identify the recipient Board member and may be made either in writing as part of this appeal, in writing to the Clerk of the legislative body before the hearing, or by verbal disclosure at the time of the hearing; and
13. If the approval of a Land Use Permit required by a previously approved discretionary permit is appealed, the applicant shall identify:
 - How the Land Use Permit is inconsistent with the previously approved discretionary permit;
 - How the discretionary permit’s conditions of approval that are required to be completed prior to the approval of a Land Use Permit have not been completed;
 - How the approval is inconsistent with Section 35.106 (Noticing).

REQUIRED SIGNATURES: All aggrieved parties must sign the appeal application prior to the appeal deadline in order to be considered an aggrieved party. Please attach additional signature pages, as needed.

I have read and understand the above acknowledgements and consent to the submittal of this application.

Digitally signed by John Cargasacchi Date: 2024.02.07 12:19:38 -08'00'	John Cargasacchi	Feb. 7, 2024
SIGNATURE – APPELLANT	PRINT NAME	DATE
	E. Patrick Morris	Feb. 7, 2024
SIGNATURE – AGENT	PRINT NAME	DATE
	E. Patrick Morris	Feb. 7, 2024
SIGNATURE – ATTORNEY	PRINT NAME	DATE

Appeals to the Planning Commission. Appeals to the Planning Commission must be filed with Planning and Development no later than 10 days following the date of the decision, along with the appropriate fees. Please contact P&D staff below for submittal instructions and to determine the appropriate fee.

South County projects: front@countyofsb.org or (805) 568-2090
 North County projects: nczoning@countyofsb.org or (805) 934-6251

Appeals to the Board of Supervisors. Appeals to the Board of Supervisors must be filed with the Clerk of the Board and must be filed no later than 10 days following the date of the decision, along with the appropriate fees. Appeal instructions are located online at the Clerk of the Board website: <https://www.countyofsb.org/2837/Filing-Land-Use-Appeals-Claims>

**Attachment to John Cargasacchi's Appeal of
15LUP-00000-00072 & 23GRD-00221**

1. The decision or determination is inconsistent with the provisions and purposes of the County's Zoning Ordinances and other applicable laws.

The purposes of the Santa Barbara Zoning Ordinances is to provide for orderly planning and development consistent with the promotion of safety. The approved plans fall far short of these goals, particularly with regard to safety of citizens and first responders.

The Cargasacchi Ranch and Lakeview owners long ago privately provided for the orderly planning of access when they entered into an easement agreement titled "Memorandum of Agreement and Easement Location Document" ("MOA", Exhibit A attached). The MOA details what can be done within the located easement. It did so 24 years ago in conjunction with input from the County of Santa Barbara. The MOA is detailed and specific about what can be built, when it can be built, where it can be built, how it can be built, and how it can be used. The plans as approved do not comply, in so many respects, with the MOA, including what can be built, when it can be built, how it can be built, and how it can be used.

The MOA is the "blueprint" for the one agreed upon access road and easement from the end of Sweeney Road to 39 parcels, some of which are legally developed and inhabited, others illegally developed but inhabited, and several of which are actively farmed.

The permit approved materially varies from the easement rights granted to applicant Blanco in the MOA easement he owns with others, whose rights to have the MOA road will effectively be eliminated if the Blanco plans for a different proceed within their easement. Further, his plans conflict with the rights of the landowners whose land will be affected, and those of their agricultural tenants who have crops in the ground pursuant to contracts with third parties. The property burdened with the easement is entitled to be only so burdened as its owners agreed to be.

Perhaps most critically, the plans as submitted ignore and violate local and state wide standards for emergency ingress and egress by permitting not only a far lesser road than the MOA mandates, but one that is well below the minimum safety standards for access to 39 parcels and which, if allowed, will present a real and present danger to the safety of inhabitants, visitors, employees and first responders occupying over 1500 acres of steep hills with minimal internal roads.

Appellant does not know what process went into the development of the current plans because that information was intentionally withheld from him, and he was not consulted regarding that process, nor allowed any meaningful input, but what he does know is that the testimony of former Santa Barbara County Fire Department Chief Steven Oaks before the Santa Barbara Superior Court regarding this very access road is that the road as permitted, compacted gravel 20 feet in width, does not comply with State or local minimum standards for the land and

people it will serve, as it was designed as if it served only the Blanco building, instead of what it will do, which is to serve as access to 39 parcels with at least 7 separate residences.

Chief Oaks' testimony was recorded in the "Reporter's Transcript of Proceedings" on December 15, 2021 in Department SM4 of the Santa Barbara Superior Court, Judge Timothy Staffel presiding (references are to pages and lines of the official transcript):

Page 235, lines 9 – 16 ("235: 9 - 16").

Question by Blanco's counsel, T. Case:

Now, in reaching your opinion that the Driveway One Standards were adequate for fire safety when considering Mr. Blanco's application, did you consider that there were 37 other parcels that would be able to use this road when it . . . [was] approved?

Answer:

I knew about the parcels, but that wasn't –I didn't use that in my opinion to get access to this particular parcel.

256:18 to 257:1

Question by Cargasacchi's counsel, E. Morris:

Why did this portion of the access road need to be 20 feet in your mind?

Answer:

At the time it fit within the standard that we were applying. And when I say "we", for ease of use I can say me, but my fire chief at the time and deputy chief, who is actually still with the department, the deputy chief is, concurred as we were trying to solve a problem here for access. That the development standard number one for roads and driveways allowed for access where an access way is serving four or for three parcels. Five parcels it had to be a full on road, 24 feet, whatever, right, by the current standards.

261:7 - 11

Question by Morris:

Does development standard number one say that the width and construction of a road depend, for access purposes, depends on the number of parcels it serves? Yes or no?

Answer:

Yes, it says that language.

Question:

Thank you. And if there is five or more [parcels], it has to be 24 feet wide, correct? Yes or no?

Answer:

Yes.

As Chief Oaks was forced to admit under oath, the 20 foot wide, unpaved road the County wants to permit applicant to build is not the proper, or safe access the law requires, contrary to P&D's own mandate to act in the best interest of providing safe development to the citizens.

Appellant defended against Blanco's lawsuit that he brought to force the County and the Cargasacchis to allow him to build a different but equally insufficient road, in a slightly different place. Appellant did so at considerable expense over 5 years. Appellant, like all other co-owners of the MOA easement, is entitled to the road prescribed by the MOA, not an unsafe, inferior road. Appellant purchased a property in Lakeview for a price that included the right to the MOA road and no other. If Blanco builds the inferior road the County wants to permit, the building of the superior MOA road either will not happen, or will happen only at the huge expense to Appellant and his easement co-owners of removing the inferior Blanco road.

Judge Staffel ruled that Blanco is limited to building the road as it is detailed in the MOA, but subject to current access road standards being applied. (See Exhibit B.) The current plans do not comply with current access road requirements for safe access to 39 parcels.

Blanco appealed Judge Staffel's ruling, and lost again. On his appeal, three judges of the Court of Appeal re-tried the case ("de novo" review). Again, Blanco lost.

The Court of Appeal not only agreed with Judge Staffel that Blanco's only easement rights are to build the MOA road (not some other road so long as it is within the MOA easement location), but found that he must do so according to the detailed terms of the MOA, because that is how easements work. You get easement rights, and those are the limits of your rights. Blanco's last ditch effort to have the multiple rulings against him reheard was summarily rejected within the last week. (See Exhibit C.)

The MOA does not permit a gravel road, and the three judges of the Court of Appeal unanimously determined that Blanco must build a paved road, just like paragraph 3 of the MOA mandates. (See Exhibit C, pages 3 and 8.) The current plans are for an unpaved road, designed to provide emergency access to no more than four parcels, not the 39 parcels the Blanco road, if built, will actually be used to access.

The LUP as approved does not meet current Santa Barbara access road fire standards (or current state standards), and provides grossly inadequate first responder access to 39 parcels, at least 7 of which are occupied, and others that are vineyards, often with dozens of workers on site.

The proposed road, in addition to not complying with the limited easement rights Blanco obtained with the MOA, ignores the reality of the circumstances (serving 39 parcels) and callously creates an unreasonable risk to safety that is not compliant with County, or State Fire Marshal/Cal Fire requirements. If the permit goes forward, the County of Santa Barbara will

have not blood, but charred bodies on its hands should the unnecessarily relaxed design requirements prove fatal.

In addition to outright ignoring safety laws, the grading and road as approved deviate materially from Blanco's limited MOA easement rights, as declared by two separate courts. Permitting him to exceed his easement rights to build an inferior road within the same area others have the right to build a superior road will be a government sanctioned taking of private land rights.

2. The Approval Is Based On Error of Law And Gross Abuse of Discretion

The Director (Appellant is aware that Lisa Plowman is listed as P&D Director, but the Permit approval was signed by Kevin De Los Santos in that capacity) erred in granting Blanco development rights over another's land to build something which his easement does not permit, and abused what little discretion he had in permitting an access road that does not comply with state or local laws, and/or the MOA.

The LUP and GRD permits are permitting activities on land as to which applicant is not an owner, and as to which he has no easement to conduct the grading and construction detailed in the plans. The decision to approve the Blanco permit demonstrates a fundamental lack of knowledge about easements.

Easements are not roads, and roads are not easements. An easement is never an improvement on land, such as a road. An easement is a possessory *interest* in the land of another, by which the owner of the easement is entitled to make some limited *use* of the land. (*Goble v. Dotson* (1962) 203 Cal. App. 2d 272, 277.)

An easement involves primarily the right to do a certain act on, or to the detriment of, another's property. It is a right restricted to specific, limited, defined use or activity on another's property, and is less than, and subservient to, the superior right of land ownership. (*Mesnick v. Caton* (1986) 183 Cal. App. 3d 1248, 1261.)

"It is fundamental that the language of a grant of an easement determines the scope of the easement.' [Citation.]" (*Schmidt v. Bank of America, N.A.* (2014) 223 Cal.App.4th 1489, 1499.) "The extent of a servitude is determined by the terms of the grant." (Civ. Code, § 806 - enacted in 1872 and *never* changed.)

Easements are about permitted uses, wherever the location. Some easements, including the MOA easement when it was first deeded in 1968, had no specific location. What it did have, is a right of use of Cargasacchi Ranch for an access road. The MOA specifically located the access road, and specifically detailed what could be built there, how, when, and what future use could be made of the road.

If an easement gives you the right to build a road, then you may build a road. If the easement specifies a location where you can build the road, you must build it there. If, as here, an easement prescribes what kind of road you can build on the land of another, where you can build

it, and when you can build it, that is the only kind of road you can build, and only in the specified location, and only at the time agreed to. The location for that road is not the "easement"; the *right of use* of the specific location is the easement. Blanco's only easement is a right of use to build the MOA road as set forth in the MOA, in the location agreed to, at the time agreed to. It is just that simple.

Here, as confirmed by Judge Staffel in the trial court, and by the unanimous opinion of the three justices of the Court of Appeal which re-tried the case, the only operative grant by which Blanco has any easement rights on Cargasacchi Ranch is found in the MOA recorded against the Blanco property, Cargasacchi Ranch, and all of the Lakeview parcels.

The MOA's terms alone determine what Blanco, and the other parcels that co-own the MOA easement with him, can do on Cargasacchi Ranch. The County has no power, or jurisdiction, to allow any other changes or improvements by Blanco within the easement beyond that which he and the others were granted in the MOA. The full extent of the activities approved by the Cargasacchi Ranch owners within the MOA easement are found in the grant language of the MOA, which the Director had in the file, but apparently decided not to read, much less apply.

The permit, if approved, conflicts with multiple requirements found in the MOA, and thus would exceed and/or impermissibly vary the "specific, limited, definable use or activity" allowed within the MOA easement by the grantors of the easement. (See MOA paragraphs 3, 4, 6, 7, 8 & 9, Exhibit A, attached.)

The legal error is in issuing permits that exceed the activities allowed under the limited MOA easement rights that the applicant shares with others who had no notice, and the resulting material interference with the land owners' and easement co-owners' rights. Two courts have ruled that applicant may only build according to the terms of the granted MOA easement. No other road construction is allowed, and the plans do not comply with the MOA easement uses.

The County has no discretion to allow construction on land owned by another unless the landowner has given permission for the construction. The landowners have not given permission for the proposed grading or construction as outlined in the permit.

3. The Decision to Approve Is Against the Manifest Weight of the Information Before the Director

For months the Director had before him the MOA (which he dismissed as a mere "private agreement" with which the County need not concern itself); and Judge Staffel's ruling expressly limiting Blanco's easement right to building the MOA road as detailed in the MOA. The ruling of the Court of Appeal, making it absolutely clear what easement activities the County could approve, including that any easement road comply fully with the MOA, and be paved, was only issued January 12, 2024 and was promptly provided to the Director by Appellant, but was apparently ignored. All three of these critical documents are provided as exhibits to this Appeal.

As noted above, the Director and the County are legally obligated to deal with the "private agreement" that forms an non-owner applicant's only easement right. To ignore the words of an

easement, “private” though it may be, is to ignore the superior rights of the landowner, whose private agreement defines what rights the non-landowner, like Blanco, has over the land of the owner of title. After all, the deed creating that land ownership is also a “private agreement.” Does the County believe it can also ignore deeds of ownership at its whim? Why then does it believe it can ignore the MOA?

In the short period of time that the Appellant had any input (which appears to be well after the matter had actually been decided), the Director was directed to the specific paragraphs of the MOA with which Blanco and/or his plans did not comply. Those MOA paragraphs are 3, 4, 6, 7, 8 & 9, Blanco’s easement rights of record. In these paragraphs, it is mandated that Blanco work with the Cargasacchi Ranch owners on the road design. He did not, even when the courts told him to do so. The County has ignored that requirement, not surprisingly as it refuses to work with the Cargasacchis either.

Perhaps had P&D and its “Director” actually involved all the affected parties, this gross abuse and the legal error(s) could have been avoided. P&D, just as it has for nearly 10 years, if not longer, chose to deal solely with Blanco, and evaded any opinions or facts to the contrary.

4. There was no fair or impartial hearing.

The Department and Director Kevin De Los Santos gave the affected land and easement owners less than 11 business days to understand and give input on an LUP pending since 2015 (which, by Santa Barbara ordinances should have been closed, and a new permit started because the current plans are materially different from those submitted in 2015), and which was “revived” in late October 2023, 11 weeks earlier.

Further, the Department (including grading) and Director De Los Santos refused to provide the appellant with all of the documentation submitted by the applicant, in particular the plans originally submitted with the “revival” of this ancient LUP, and communications that are described in some of the documents he alone deigned to provide. A Public Records Act demand will be forthcoming.

This behavior by County officials continues a long, long pattern of ignoring the rights of Cargasacchi Ranch and its owners, a pattern that includes secret meetings, intentionally evading laws established for the public welfare, ignoring recorded private agreements, and now refusing to honor Court orders.

This time, Applicant had 2.5 months to give exclusive input to the Director; but Appellant was given barely two weeks to learn what was happening, all while being deprived access to all the information necessary for a thorough review. The process followed by the Director lacked any semblance of due process, much less transparency or candor.

For instance, Appellant believes that the plans to be approved fail to comply with state and local fire access requirements, but cannot explore that issue because he has been deprived of access to any fire department communications or “approvals.”

What Appellant does know is that in 2017 then Chief Steven Oaks illegally “approved” the application of fire access standards that were sufficient for a private driveway to a single (or up to 4) residence when the Chief knew that the road, including the road now “approved,” will actually serve 39 parcels and at least 7 residences, and was inadequate and unsafe.

The plan approved after these secret meetings, in addition to not being allowed under the MOA easement grant as confirmed by the courts, and interfering with the rights of co-owners of the easement to build the safe, year-round, paved road to which their easement rights entitle them, will, if the plans are approved, result in the easement being burdened with a highly deficient road that provides grossly inadequate access for first responders and fleeing civilians in times of emergency. To what end?

What is curious about this incredible abuse and disregard for the MOA's dictates, is that we have all been here before. In P&D Case No. 00-LUN-604 (00LUP-00002-06435) P&D approved another version of an access road that did not comply with the MOA. The Cargasacchis justifiably objected, and appealed on 11/09/04. As a result of that appeal, P&D was forced to implement the Board of Supervisors' decision of April 22, 2005 requiring any access road to the Blanco parcel to comply with *ALL* of the MOA, not merely the road's location. Look it up.

Why are we here again? What has changed, other than that in the ensuing 10 years two courts, and a total of four judges, have mandated the same result. Yet, the County ignores the MOA, ignores the law of easements, ignores the rights of the Cargasacchis, ignores the clear rulings of judges, and instead cozies up to Blanco, forging ahead by permitting Blanco to take the Cargasacchis' land for his own use.

5. **The Approved Plans Materially Interfere With Agricultural Lease Rights and By Their Conditions Appear to Mandate Use of Cargasacchi Ranch Land Outside the Easement Location**

Paragraph 8 of the MOA deals with the agricultural nature of the land to be disturbed, and mandates compliance with crop cycles. None of those requirements are in the plans or conditions of approval, and Blanco's contractors have told the Cargasacchis that they intend to do all the work

The land over which Blanco is being permitted to grade is subject to a lease for growing crops, with a crop in the ground, and another planned during the leases, all pursuant to contracts between the tenant and those it supplies. Who is going to pay for the loss of a portion of that crop, and depriving the tenant of another crop? The County will, if it keeps up these shenanigans.

Conditions of the approval (WatConv-04 Equipment Storage-Construction, WatConv-05 Equipment Washout-Construction) mandate set aside space for equipment fills, equipment storage, and equipment washing. Where will this take place? If not within the 30 foot easement Blanco has to build the MOA road, it will take place nowhere else on Cargasacchi Ranch, that is

for sure. Maybe the County is willing to offer up space on Sweeney Road for Blanco's project. After all, Sweeney Road is constantly left in disrepair by the County.

CONCLUSION

This appeal can only be **granted**, the current permit must be **denied**, and any permit for Blanco to do anything on 099-150-016, which is NOT 4375 Sweeney Road, can only be for him **strictly to comply with the terms of the MOA**, just as the courts have concluded, and the Board of Supervisors ordered following virtually the same appeal, only twenty years ago.

It is time to solve the continuing problem of safe, year round access to Lakeview Estates, just as all the affect landowners long ago agreed.

The Courts have correctly concluded that the solution has been right in front of everyone, for years, in the form of the MOA, but no governmental body or person(s) other than the Cargasacchi Ranch owners and the Cargasacchi Lakeview owners have had the will to implement the MOA. Blanco has no choice but to do so, and the County may only assist him in doing what he has been ordered to do.

Now is the time to do so, or it is back to the courts where due process will prevail, as will the rules of easement law, all without "back room" deals and the bending of regulations, for what compensation remains to be seen, but that will be fully explored in any resulting litigation.

Submitted February 8, 2024

John Cargasacchi, Appellant

Appeal By John Cargasacchi of
Approval of 15LUP-000000-00072 &
23GRD-00221

EXHIBIT A

Memorandum of Agreement and
Easement Location Document

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Mr. John J. Thompson
4634 Mint Lane
Santa Barbara, California 93110
(805) 964-2139

90-017789

Recorded
Official Records
County of
Santa Barbara
Kenneth A. Pettit
Recorder
2:48pm 18-Mar-90

Rec Fee 98.00
Total 98.00

PH 48

MEMORANDUM OF AGREEMENT
AND EASEMENT LOCATION DOCUMENT

This Memorandum of Agreement and Easement Location Document is made effective this 1st day of September, 1989, by and between GIOVANNI CARGASACCHI and CLEMENTINA CARGASACCHI, husband and wife (hereinafter "SERVIENT TENEMENT OWNERS") and the owners of the LAKEVIEW PROPERTIES, and RANCHO DOS MUNDOS, which real properties are described in Exhibit "A" attached hereto and incorporated herein by reference, the owners of which real properties are hereinafter collectively referred to as the "DOMINANT TENEMENT OWNERS."

RECITALS

A. WHEREAS, Bartolo Cargasacchi, an unmarried man (herein "Bartolo"), granted a non-exclusive easement and right of way for road purposes to Wallace F. Dyer and Mary L. Dyer, husband and wife (herein "Dyers"), by a Grant of Easement dated January 3, 1968 and recorded January 4, 1968 as Instrument No. 367 in Book 2216, Page 1273 of Official Records of Santa Barbara County, California (herein the "Original Grant of Easement"); and

B. WHEREAS, said Original Grant of Easement traversed that certain parcel of real property located in the County of Santa Barbara, State of California, and legally described in Exhibit "B" attached hereto and incorporated herein by reference, said real property being referred to herein as the "SERVIENT TENEMENT"; and

C. WHEREAS, said Original Grant of Easement to the Dyers was for the benefit of a parcel of real property which was subdivided as described in Recital D. hereof; and

D. WHEREAS, on November 21, 1968, a successor in interest to the Dyers recorded a Record of Survey in Book 84 of Records of Survey at pages 11 through 33 of Official Records of Santa Barbara County, California, which Record of Survey

1

615

This Memorandum of Agreement and Easement Location Document is made effective this 1st day of September, 1989, by and between GIOVANNI CARGASACCHI and CLEMENTINA CARGASACCHI, husband and wife (hereinafter "SERVIENT TENEMENT OWNERS") and the owners of the LAKEVIEW PROPERTIES, and RANCHO DOS MUNDOS, which real properties are described in Exhibit "A" attached hereto and incorporated herein by reference, the owners of which real properties are hereinafter collectively referred to as the "DOMINANT TENEMENT OWNERS."

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A. WHEREAS, Bartolo Cargasacchi, an unmarried man (herein "Bartolo"), granted a non-exclusive easement and right of way for road purposes to Wallace P. Dyer and Mary L. Dyer, husband and wife (herein "Dyers"), by a Grant of Easement dated January 3, 1968 and recorded January 4, 1968 as Instrument No. 367 in Book 2216, Page 1273 of Official Records of Santa Barbara County, California (herein the "Original Grant of Easement"); and

B. WHEREAS, said Original Grant of Easement traversed that certain parcel of real property located in the County of Santa Barbara, State of California, and legally described in Exhibit "B" attached hereto and incorporated herein by reference, said real property being referred to herein as the "SERVIENT TENEMENT"; and

C. WHEREAS, said Original Grant of Easement to the Dyers was for the benefit of a parcel of real property which was subdivided as described in Recital D. hereof; and

D. WHEREAS, on November 21, 1968, a successor in interest to the Dyers recorded a Record of Survey in Book 84 of Records of Survey at pages 31 through 33 of Official Records of Santa Barbara County, California, which Record of Survey

subdivided the LAKEVIEW PROPERTIES portion of the DOMINANT TENEMENTS into thirty-eight (38) separate parcels, which parcels are separately identified in said Record of Survey as Parcels 1 through 38, inclusive; and

E. WHEREAS, on May 5, 1987, SERVIENT TENEMENT OWNERS executed a "Clarification and Expansion of Grant of Easement" which was recorded on May 14, 1987 as Instrument No. 1987-035869, Official Records of Santa Barbara County (hereinafter "CLARIFICATION DOCUMENT"); and

F. WHEREAS, said CLARIFICATION DOCUMENT clarified and expanded an easement grant and right of way, for use in common with others, for road purposes, over the real property described in Exhibit "B" hereto (hereinafter "SERVIENT TENEMENT"); and

G. WHEREAS, the CLARIFICATION DOCUMENT stated that the easement rights created by the Original Grant of Easement, as clarified and expanded by the Clarification Document, were appurtenant to Parcels 1 through 38, inclusive, as shown on the Record of Survey recorded in Book 84 of Records of Survey at pages 31 through 33 of Official Records of Santa Barbara County, California, but did not state that such rights, as so clarified and expanded, were appurtenant to RANCHO DOS MUNDOS; and

H. WHEREAS, said Original Grant of Easement, together with the CLARIFICATION DOCUMENT, upon the terms and conditions set forth therein, provide for an easement and right of way, for use in common with others, for road purposes, on, over, and across a strip of land, 30 feet in width, from the West boundary of the SERVIENT TENEMENT, abutting the end of the existing County Road known as Sweeney Road, over and across the SERVIENT TENEMENT, to the West boundary of the DOMINANT TENEMENTS; and

I. WHEREAS, said Original Grant of Easement and CLARIFICATION DOCUMENT did not specifically locate the road easement and right of way, except as described in the preceding paragraph hereof; and

J. WHEREAS, the parties hereto wish by this Memorandum of Agreement and Easement Location Document, subject to the terms and conditions set forth herein, to provide for the specific location of the road easement and right of way, and to make other agreements regarding the road easement, as herein contained;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Location of Easement. SERVIENT TENEMENT OWNERS hereby grant the location and DOMINANT TENEMENT OWNERS hereby accept the location of the above-described easement and right of way as shown on the photograph which:

is attached hereto and incorporated herein by reference as Exhibit "C." It will begin at the western entrance to the SERVIENT TENEMENT and extend in a straight line directly east until it intersects the existing road at the base of the foothill. From this point of intersection it will generally follow the existing road, as hereinafter described, through the foothills to the eastern gate where it leaves the SERVIENT TENEMENT and enters the DOMINANT TENEMENTS. The Original Grant of Easement as clarified and expanded by the CLARIFICATION DOCUMENT shall be appurtenant to each of the DOMINANT TENEMENTS described in Exhibit "A" hereto, and the easement and right of way is located for each of them as set forth above.

2. Preparation of Legal Description. After the signing of this Memorandum of Agreement and Easement Location Document, the LAKEVIEW PROPERTIES COMMITTEE, on behalf of the DOMINANT TENEMENT OWNERS shall, at their sole expense, have prepared a surveyed description of said 30 foot easement. Said surveyed description shall become Exhibit "D" of this Memorandum of Agreement and Easement Location Document. Said surveyed description shall also provide that, after the road is constructed, the legal description will be adjusted so that the thirty (30) foot easement is located fifteen (15) feet on either side of the centerline of the road as constructed. The Legal Description (Exhibit "D") shall be approved in writing by SERVIENT TENEMENT OWNERS and by the DOMINANT TENEMENT OWNERS, either individually or by their Attorney in Fact.

3. Road Width. The width of the road easement shall be thirty (30) feet throughout the SERVIENT TENEMENT, and it will be measured as fifteen (15) feet on each side of the center-line of the finished road. The road shall be paved to a width of twenty (20) feet across the flat farm land, and to a width of sixteen (16) feet across the hillside land. This narrowing of twenty (20) feet to sixteen (16) feet through the hillside land will be subject to the approval of Santa Barbara County and will not be objected to by SERVIENT TENEMENT OWNERS. It is acknowledged by all parties that in the hillside area it may be necessary, for road construction purposes, that some cuts and/or fills may have to be made outside of the thirty (30) foot easement in order to achieve a final sixteen (16) foot paved width. Permission for these cuts and fills outside of the easement is hereby granted by the SERVIENT TENEMENT OWNERS on a one time only basis in order to facilitate the construction of the road. These cuts and fills outside of the easement will be limited to the North side of the existing road, unless otherwise agreed to by SERVIENT TENEMENT OWNERS, in order to avoid intruding into the farm land to the immediate south. Following road construction, DOMINANT TENEMENT OWNERS shall reseed the disturbed slope areas as directed by SERVIENT TENEMENT OWNERS.

4. Gates. The Original Grant of Easement, the CLARIFICATION DOCUMENT, and this instrument are subject to the right of SERVIENT TENEMENT OWNERS to maintain gates and cattle guards across said right-of-way, and said gates shall be kept closed.

5. No Overburdening by Additional Parcels. The easement was granted and restricted to the use of each one of the parcels of the original LAKEVIEW PROPERTIES, and RANCHO DOS MUNDOS, which properties are more fully described in Exhibit "A" hereto. DOMINANT TENEMENT OWNERS shall not materially increase the burden or impose new or additional burdens upon the easement or SERVIENT TENEMENT OWNERS. The right to grant permission for any future requests to increase the use and/or burden of the easement and to grant additional easements is hereby reserved to the SERVIENT TENEMENT OWNERS. DOMINANT TENEMENT OWNERS hereby release all other easements or other rights that lie outside the easement location described herein, and hereby release and quitclaim all other rights and claims across the SERVIENT TENEMENT, whether acquired by prescription, grant or otherwise.

6. Erosion Control. The design of the road shall be fully sensitive to the natural flow of surface water across the SERVIENT TENEMENT. The road shall be designed so as to avoid any undue channeling or concentration of runoff water. The engineer shall consult with SERVIENT TENEMENT OWNERS in order to become familiar with the problems of surface flow on the SERVIENT TENEMENT and SERVIENT TENEMENT OWNERS will be invited to, but shall not be required to, sign the final plans thereby showing their approval of the appropriateness of the design considerations. If, however, there is an abnormal amount of erosion that is caused by the road during a normal amount of rainfall and this unusual erosion is caused by a deficiency in either the design, construction, or maintenance of the road, then the necessary modifications shall be made to the road to correct the problem and the damage caused by the erosion shall be repaired, all at DOMINANT TENEMENT OWNERS' expense. It is understood by all parties that unusually heavy rains will occur and they can and will cause severe erosion problems in spite of the most careful engineering and the best construction.

7. Crossings and Culverts. At locations to be designated by SERVIENT TENEMENT OWNERS, DOMINANT TENEMENT OWNERS will provide and maintain three (3) crossings which are twenty-five (25) feet wide for the use of SERVIENT TENEMENT OWNERS' tractors with steel tracks and other abrasive equipment. Tractors with steel tracks shall cross the road in a reasonably straight line. DOMINANT TENEMENT OWNERS shall install and maintain three (3) culverts, each fifteen (15) inches in diameter for the purpose of receiving SERVIENT TENEMENT OWNERS' high-pressure water pipes, thereby allowing the pipes to pass under the roadbed and to protect the road in the event that a

water pipe ruptures. The layout of these culverts shall be to SERVIENT TENEMENT OWNERS' specifications.

8. Construction and Maintenance of the Road. DOMINANT TENEMENT OWNERS shall be responsible for all of the costs of design, construction and maintenance of the road. Before the road is constructed, a mechanism such as an assessment district shall be formed to insure that funds will be available to pay the costs of construction and maintenance of the road. The road shall be constructed between crop seasons, and completed before March 30th of the year in which construction occurs, including the removal of the gravel of the old roadway between the buildings and the hillside. The old road may be used until the new road is completed. All construction contractors shall be licensed and bonded. DOMINANT TENEMENT OWNERS shall promptly pay all labor and material suppliers, and shall defend, indemnify, and hold harmless SERVIENT TENEMENT OWNERS from all labor and material suppliers mechanics liens in connection with the road construction and maintenance.

9. Liability. DOMINANT TENEMENT OWNERS acknowledge that SERVIENT TENEMENT OWNERS run livestock on the SERVIENT TENEMENT and on the road easement, and that at certain times it may be dangerous to use the easement, and DOMINANT TENEMENT OWNERS acknowledge that they do so at their own risk. DOMINANT TENEMENT OWNERS shall be responsible and liable for any and all of their own activities or those of their guests while on the SERVIENT TENEMENT and DOMINANT TENEMENT OWNERS agree to hold SERVIENT TENEMENT OWNERS harmless for any claims or damages that derive from any of DOMINANT TENEMENT OWNERS' activities while using the easement.

With regard to liability insurance, if a funding mechanism such as an assessment district or homeowners association is established to finance construction of the road, or at any time thereafter, then such funding mechanism shall, if legally permissible, purchase and maintain a policy of liability insurance in the amount of One Million Dollars (\$1,000,000.00), naming SERVIENT TENEMENT OWNERS as additional insureds. If such a funding mechanism is not established, then DOMINANT TENEMENT OWNERS will make every effort to ensure that each of the DOMINANT TENEMENT OWNERS will individually have his or her own homeowner's policy extended to include the road easement and to name SERVIENT TENEMENT OWNERS as additional insureds. The purpose of this insurance is to protect SERVIENT TENEMENT OWNERS from claims that may arise from parties beyond their control who claim injury or damage while using the easement.

10. California Law. The law of the state of California regarding easements shall apply to other problems which may arise.

11. Relocation. It is understood and intended by all parties that this Memorandum of Agreement and Easement Location Document results in the relocation of the original easement and that the terms and conditions of this Memorandum of Agreement and Easement Location Document shall apply to all who were a party or who derived benefit from the Original Grant of Easement or CLARIFICATION DOCUMENT. This Memorandum of Agreement and Easement Location Document does not constitute an easement in addition to the Original Grant of Easement, but is only a clarification and expansion thereof. Except as expressly clarified and expanded herein, all terms, conditions and stipulations of the Original Grant of Easement and CLARIFICATION DOCUMENT shall remain in full force and effect and are hereby confirmed as such.

12. Subdivision of Servient Tenement. In the event that the SERVIENT TENEMENT is subdivided, then each additional parcel shall share equally only the just cost of road maintenance of that portion of the road utilized by such additional parcel. There shall be no fees, assessments, liens, dues, or other costs charged to such additional parcel's use of the road except as provided in the preceding sentence and such additional parcels and their owners shall not be required by DOMINANT TENANT OWNERS to join an assessment district or any other organization. For the purpose of this paragraph, the term "additional parcel" shall mean any parcel in excess of the two (2) that comprise the SERVIENT TENEMENT, it being the intent of the parties that any two parcels constituting a portion of the SERVIENT TENEMENT shall be exempt from the cost sharing provisions of this paragraph. Further, this paragraph shall apply only to such additional parcel or parcels that elect to use the road for ingress and egress.

13. Recordation; Binding Effect. This Memorandum of Agreement and Easement Location Document shall have no binding effect on any of the parties hereto unless and until: a) it has been signed by each of the SERVIENT TENEMENT OWNERS and by each of the DOMINANT TENEMENT OWNERS (either individually or by their Attorneys in Fact); and b) the narrowing of the road to sixteen feet in width as described in Paragraph 3. hereof has been approved in writing by the County of Santa Barbara. After the occurrence of the above described events, and after approval of the legal description as provided in paragraph 2. hereof, JOHN J. THOMPSON shall promptly record this Memorandum of Agreement and Easement Location Document.

14. Counterparts. This Memorandum of Agreement and Easement Location Document may be signed in counterparts, and all copies so executed shall constitute one agreement which shall be binding upon the parties hereto.

15. Dismissal of Lawsuit; Inadmissible Settlement Offer. Immediately upon the occurrence of all of the events described

in Paragraph 13. hereof, and the recordation of this Memorandum of Agreement and Easement Location Document, each of the parties hereto agrees to direct his or her Attorney to prepare, execute, and file with the Clerk of the Superior Court, Santa Maria Branch, a Request for Dismissal with prejudice of the entire action entitled: Thompson et. al. v. Cargassacchi et. al and all related cross-actions, Case No. SM 61094. In the event that the events described in Paragraph 13. hereof do not occur, and this Memorandum of Agreement and Easement Location Document is not recorded, then the entire contents of this Memorandum of Agreement shall be construed as a settlement offer, and shall be inadmissible in the trial of said Superior Court action, pursuant to California Evidence Code section 1152.

16. Covenant Running with the Land. It is intended and agreed that each of the obligations contained herein shall be covenants running with the land of the SERVIENT TENEMENT OWNERS and the DOMINANT TENEMENT OWNERS, pursuant to California Civil Code section 1468, which shall benefit and be binding upon each of the successor owners of the SERVIENT TENEMENT and each of the DOMINANT TENEMENTS. Each of the current and successor owners of the SERVIENT TENEMENT and each of the DOMINANT TENEMENTS is hereby expressed to be bound by the provisions hereof, for the benefit of the SERVIENT TENEMENT and each of the DOMINANT TENEMENTS.

17. Prudent Use. In traversing the easement, DOMINANT TENEMENT OWNERS, their agents, employees, contractors, guests and successors, shall at all times do so in a proper, safe and prudent manner, so as not to cause harm to persons, property or livestock.

18. Formation of Assessment District. Following recordation of this instrument as provided herein, DOMINANT TENEMENT OWNERS shall immediately make a good-faith effort to form an assessment district to finance construction and maintenance of the road.

19. Purchase of Title Policy Endorsement. Prior to the recordation of this Agreement, DOMINANT TENEMENT OWNERS shall obtain from First American Title Insurance Company an endorsement to SERVIENT TENEMENT OWNERS' policy of title insurance, to the satisfaction of SERVIENT TENEMENT OWNERS.

In Witness Whereof, the Parties have affixed their signatures:

SERVIENT TENEMENT OWNERS:

Giovanni Cargasacchi
Giovanni Cargasacchi

Clementina Cargasacchi
Clementina Cargasacchi

DOMINANT TENEMENT OWNERS:

LAKEVIEW PROPERTIES:

(Parcels 1, 2, and 10) Wen M. Chen Ref. of Thompson
Wen M. Chen, by his Attorney in Fact

(Parcel 3) Jose R. Rocha Executor for Jose Rocha
Estate of Jose Rocha, Deceased
by its Executor

Socorro Rocha Ref. of Thompson
Socorro Rocha, by her Attorney in Fact

(Parcels 4, 5, 7, and 8) Clayton Sanchez Ref. of Thompson
Clayton Sanchez, by his Attorney in Fact

W. Bruce Sanchez Ref. of Thompson
W. Bruce Sanchez, by his Attorney in Fact

(Parcel 6) Ralph A. Weston
Ralph A. Weston, individually

Patricia F. Weston Ref. of Thompson
Patricia F. Weston, by her Attorney in Fact

(Parcel 9) Robert J. Alexander, Jr. Ref. of Thompson
Robert J. Alexander, Jr., by his Attorney in Fact

(Parcels 11 & 12)

Norman A. Erdman by J. H. [unclear]
Norman A. Erdman, by his Attorney in Fact

Etta M. Erdman by J. H. [unclear]
Etta M. Erdman, by her Attorney in Fact

(Parcel 13)

Jane A. Hall, individually

John E. Hall, individually

John R. Hanley, individually

Gwen C. Hanley, individually

(Parcel 14)

Alan C. Woodbury by J. H. [unclear]
Alan C. Woodbury, by his Attorney in Fact

(Parcel 15)

Richard E. Hansen by J. H. [unclear]
Richard E. Hansen, by his Attorney in Fact

(Parcel 16)

Dale L. Petersen by J. H. [unclear]
Dale L. Petersen, by his Attorney in Fact

(Parcel 17)

Dennis Mulgrew by J. H. [unclear]
Dennis Mulgrew, by his Attorney in Fact

Margaret A. Mulgrew by J. H. [unclear]
Margaret A. Mulgrew, by her Attorney
in Fact

(Parcel 18)

John Wurts by J. H. [unclear]
John Wurts, by his Attorney in Fact

- (Parcel 19) Julie Wurts by Ralph A. Weston
Julie Wurts, by her Attorney in Fact
- (Parcel 19) James F. Moore by Ralph A. Weston
James F. Moore, by his Attorney in Fact
- (Parcel 19) Karen L. Moore by Ralph A. Weston
Karen L. Moore, by her Attorney in Fact
- (Parcel 20) Robert L. Clark by Ralph A. Weston
Robert L. Clark, by his Attorney in Fact
- (Parcel 21) Willis G. Skoe by Ralph A. Weston
Willis G. Skoe, by his Attorney in Fact
- (Parcel 22) Robert J. Skinner by Ralph A. Weston
Robert J. Skinner, by his Attorney in Fact
- (Parcel 22) Janet L. Skinner by Ralph A. Weston
Janet L. Skinner, by her Attorney in Fact
- (Parcel 23) Ralph H. Hughes by Ralph A. Weston
Ralph H. Hughes, by his Attorney in Fact
- (Parcel 23) Shelby J. Hughes by Ralph A. Weston
Shelby J. Hughes, by her Attorney in Fact
- (Parcel 24) Theodore E. Knudson by Ralph A. Weston
Theodore E. Knudson, by his Attorney in Fact
- (Parcel 24) Gerda Knudson by Ralph A. Weston
Gerda Knudson, by her Attorney in Fact
- (Parcels 25, 26 and 27) Ralph A. Weston
Ralph A. Weston, individually
- (Parcels 25, 26 and 27) Patricia F. Weston by Ralph A. Weston
Patricia F. Weston, by her Attorney in Fact

(Parcel 28) Michael A. Monasterio by Raph A Weston
Michael A. Monasterio, by his Attorney
in Fact

Beverly E. Monasterio by Raph A Weston
Beverly E. Monasterio, by her Attorney
in Fact

(Parcel 29) Richard Howard Grosland by Raph A Weston
Richard Howard Grosland, by his Attorney
in Fact

John Patrick Palmer by Raph A Weston
John Patrick Palmer, by his Attorney
in Fact

Lois Elaine Palmer by Raph A Weston
Lois Elaine Palmer, by her Attorney in Fact

(Parcel 30) Richard J. Swift by Raph A Weston
Richard J. Swift, by his Attorney in Fact

Mary U. Swift by Raph A Weston
Mary U. Swift, by her Attorney in Fact

(Parcels 31 & 36) John J. Thompson
John J. Thompson, individually

Rosemary A. Thompson by Raph A Weston
Rosemary A. Thompson, by her Attorney
in Fact

(Parcel 32) Miklos D. F. Udvardy, individually

Maud E. Udvardy, individually

Miklos A. P. Udvardy, individually

Monica L. Udvardy, individually

(Parcels 33 & 34)

Harold R. Briggs By *for of the person*
Harold R. Briggs by his Attorney in Fact

Dorothy M. Briggs By *for of the person*
Dorothy M. Briggs by his Attorney in Fact

(Parcel 35)

Frederick E. Trager, individually

(Parcels 37 & 38)

Christopher E. Marks, individually

Carol L. Marks, individually

RANCHO DOS MUNDOS:

Rancho Dos Mundos, a California
Partnership:

By: Robert E. Marks, General Partner

By: Christopher E. Marks, General Partner

By: Carol L. Marks, General Partner

(Add Notary Forms)

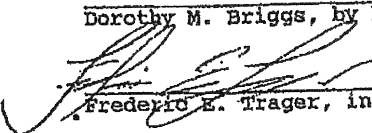
Monica L. Udvardy, individually

(Parcels 33 & 34)

Harold A. Briggs, by his Attorney in Fact

Dorothy M. Briggs, by his Attorney in Fact

(Parcel 35)


Frederic E. Trager, individually

(Parcels 37 & 38)

Christopher E. Marks, individually

Carol L. Marks, individually

RANCHO DOS MUNDOS:

Rancho Dos Mundos, & California
Partnership:

By: Robert E. Marks, General Partner

By: Christopher E. Marks, General Partner

By: Carol L. Marks, General Partner

(Add Notary Forms)

(Parcel 28)

Michael A. Monasterio, by his Attorney
in Fact

Beverly E. Monasterio, by her Attorney
in Fact

(Parcel 29)

Richard Howard Grosland, by his Attorney
in Fact

John Patrick Palmer, by his Attorney
in Fact

Lois Elaine Palmer, by her Attorney in Fact

(Parcel 30)

Richard J. Swift, by his Attorney in Fact

Mary J. Swift, by her Attorney in Fact

(Parcels 31 & 36)

John J. Thompson, individually

Rosemary A. Thompson, by her Attorney
in Fact

(Parcel 32)

Miklos D. F. Udvardy, individually *by P.C.A. - by P.C.A. - by P.C.A.*

Maud E. Udvardy, individually *by P.C.A. - by P.C.A. - by P.C.A.*

Miklos A. P. Udvardy
Miklos A. P. Udvardy, individually

Monica L. Udvardy, by P.O.A. Stephen H. Cleary
Monica L. Udvardy, individually *Med. Attorney - 10. P.S.C.*

(Parcels 33 & 34) Harold R. Briggs, by his Attorney in Fact

Dorothy M. Briggs, by her Attorney in Fact

(Parcel 35) Frederick E. Trauer, individually

(Parcels 37 & 38) Christopher E. Marks, individually

Carol L. Marks, individually

RANCHO DOS MUNDOS:

Rancho Dos Mundos, a California Partnership:

By: Robert E. Marks, General Partner

By: Christopher E. Marks, General Partner

By: Carol L. Marks, General Partner

(Add Notary Forms)

(Parcels 11 & 12)

Norman A. Erdman, by his Attorney in Fact

Etta M. Erdman, by her Attorney in Fact

(Parcel 13)

James A. Hall
John A. Hall, individually

John E. Hall
John E. Hall, individually

John R. Hanley
John R. Hanley, individually

Gwen C. Hanley
Gwen C. Hanley, individually

(Parcel 14)

Alan C. Woodbury, by his Attorney in Fact

(Parcel 15)

Richard E. Hansen, by his Attorney in Fact

(Parcel 16)

Dale L. Petersen, by his Attorney in Fact

(Parcel 17)

Dennis Mulgrew, by his Attorney in Fact

Margaret A. Mulgrew, by her Attorney
in Fact

(Parcel 18)

John Wurts, by his Attorney in Fact

Niklos A. P. Udvardy, individually

Monica L. Udvardy, individually

(Parcels 33 & 34)

Harold R. Briggs, by his Attorney in Fact

Dorothy M. Briggs, by his Attorney in Fact

(Parcel 35)

Frederick E. Trager, individually

(Parcels 37 & 38)

Christopher E. Marks
Christopher E. Marks, individually

Carol L. Marks
Carol L. Marks, individually

RANCHO DOS MUNDOS:

Rancho Dos Mundos, a California
Partnership:

By: *Robert E. Marks*
Robert E. Marks, General Partner

By: *Christopher E. Marks*
Christopher E. Marks, General Partner

By: *Carol L. Marks*
Carol L. Marks, General Partner

(Add Notary Forms)

EXHIBIT "A"

LEGAL DESCRIPTION OF DOMINANT ELEMENTS:

LAKEVIEW PROPERTIES:

All that certain Real Property situated in the State of California, in the unincorporated area of the County of Santa Barbara, described as follows:

Parcels 1 through 38, inclusive, as shown on the Record of Survey filed November 21, 1968, in Book 84, Pages 31 through 33, Records of Survey, in the Office of the County Recorder of Santa Barbara County.

RANCHO DOS MUNDOS:

All that certain Real Property situated in the State of California, in the unincorporated area of the County of Santa Barbara, described as follows:

Beginning at a 1/2" survey pipe set in the westerly line of Parcel One of a tract of land described in the deed to Wallace P. Dyer, et al., recorded November 7, 1952, as Instrument No. 17442 in Book 1107 at Page 499, Official Records, records of said County, said 1/2" survey pipe also being in that westerly line of Rancho Santa Rosa as shown in Book 2 at Page 37 and 38, Maps and Surveys, records of said County, from which a 1-1/4" survey pipe set at "S.R. 10" at the northerly end of the first course as described in said Parcel One in said deed to Wallace P. Dyer, et al., bears North 8°44'45" East, 2836.97 feet; thence,

1st, South 8°44'45" West, along the westerly line of said Dyer tract and the westerly line of said Rancho Santa Rosa, 366.84 feet to a 3/4" survey pipe, from which a 3/4" survey pipe set at the southwesterly corner thereof, (SR 11) bears South 8°44'45" West, 5196.21 feet, and a 1" survey pipe set on top of bluff bank bears North 8°44'45" East, 64.51 feet; thence, into said Dyer tract,

2nd, North 30°37'25" East, 476.05 feet to a 3/4" survey pipe; thence

3rd, South 75°50'45" West, 192.57 feet to the Point of Beginning.

Subject to conditions, restrictions, easements, rights and rights-of-way of record.

EXH A PAGE 1 OF 1

EXHIBIT "B"

LEGAL DESCRIPTION OF SERVIENT TENEMENT:

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

All that portion of the Santa Rita Rancho in the said County of Santa Barbara, described as follows, to wit:

Beginning at a point on the Easterly line of said Rancho as described in the patent issued from the United States of America to Jose Roman Malo, dated June 25, 1875 and recorded in Book "A", at page 277 of Patents, Records of said County, said point being at the Southeastly corner of the tract of land set off and allotted to J. A. Blackburn, according to the decree of partition issued out of the District Court of the First Judicial District of the State of California, in and for the County of Santa Barbara, in that certain action entitled "Jessee Hill, et al. vs. Albert Craig, et al.", a copy of which is recorded in Book "R", at page 435, of Deeds, records of said County; thence West along the Southerly line of said Blackburn tract of land, 77.97 chains to a stake marked "W. No. 2 & B. No. 2"; thence South, along the line between Sections 32 and 33 of Township 7 North, Range 33 West, S. B. M., 20 chains to the common corner of said Sections 32 and 33 and Sections 4 and 5 of Township 6 North, Range 33 West, S. B. M.; thence continuing South, along the line between said Sections 4 and 5 and between Sections 8 and 9 of said Township 6 North, Range 33 West, S. B. M., 116.70 chains to the Southerly line of said Rancho in the center of the Santa Ynez River; thence North 79 1/2 deg. East, following along the said Southerly line of said Rancho, 32.87 chains to an angle point in said Southerly line; thence South 57 deg. East, along the said Southerly line, 22.90 chains to the most Southeastly corner of said Rancho; thence following along the Easterly line of said Rancho and along the Westerly line of the "Rancho Santa Rosa", North 8 deg. 57 sec. East 61.39 chains to a station post marked "S. R. No. 3 and S. R. No. 10"; thence North 11 1/2 Deg. East, along the said Easterly line of said Santa Rita Rancho, 84.60 chains to the point of beginning; being the tract of land set off and allotted to Henry Whisman and John Whisman by decree of partition entered in the action hereinabove referred to, containing 875.84 acres, more or less.

EXH B PAGE 1 OF 1

ATTACHMENT C

JOB MILLER ROAD
EAST 1/4
T67 S14 E 7



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

On this 12th day of September, 1989, before me, a Notary Public in and for said State, personally appeared GIOVANNI CARGASACCHI and CLEMENTINA CARGASACCHI, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Alice M. Vazquez
Notary Public in and for
said State

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

ON March 9, 19 90
before me, the undersigned, a Notary Public in and for said State, personally appeared
SOCORRO H. ROCHA
EXECUTOR FOR JOSE ROCHA, known to me,
to be the person whose name is subscribed to the within instrument,
and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

Antonio R. Molina
Notary Public in and for said State.

OFFICIAL SEAL
ANTONIO R. MOLINA
NOTARY PUBLIC - CALIFORNIA
SANTA BARBARA COUNTY
My comm. expires MAR 23, 1990

ACKNOWLEDGMENT—General—Notarials form 822—Rev. 7-84

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

On this 12th day of September, 1989, before me, a Notary Public in and for said State, personally appeared JOHN J. THOMPSON, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument individually, and as attorney-in-fact of those individuals listed below, and acknowledged to me that he subscribed the name of each individual thereto as principal and his own name as attorney-in-fact.

WITNESS my hand and official seal.



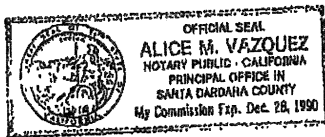
Alice M. Vazquez
Notary Public in and for
said State

Wen M. Chen
Socorro Rocha
Clayton Sanchez
W. Bruce Sanchez
Patricia F. Weston
Robert D. Alexander, Jr.
Norman A. Erdman
Etta M. Erdman
Alan C. Woodbury
Richard E. Hansen
Dale E. Petersen
Dennis Mulgrew
Margaret A. Mulgrew
John Wurts
Harold R. Briggs
Dorothy M. Briggs
John J. Thompson

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

On this 12th day of September, 1989, before me, a Notary Public in and for said State, personally appeared RALPH A. WESTON, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument individually, and as attorney-in-fact of those individuals listed below, and acknowledged to me that he subscribed the name of each individual thereto as principal and his own name as attorney-in-fact.

WITNESS my hand and official seal.



Alice M. Vazquez
Notary Public in and for
said State

Julie Wurts
James F. Moore
Karen L. Moore
Robert L. Clark
Willis G. Skoe
Robert J. Skinner
Janet L. Skinner
Ralph H. Hughes
Shelby J. Hughes
Theodore E. Knudson
Gerda Knudson
Patricia F. Weston
Michael A. Monasterio
Beverly E. Monasterio
Richard Howard Grosland
John Patrick Palmer
Lois Elaine Palmer
Richard J. Swift
Mary J. Swift
Rosemary Thompson
Ralph A. Weston

n.p.
ka

HAWAII
STATE OF CALIFORNIA }
COUNTY OF HAWI } SS.

n.p.
ka

October
On this 16 day of September, 1989, before me, a Notary Public in and for said state, personally appeared MIKLOS A.P. UJVARDY, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument individually, and as attorney-in-fact of those individuals listed below, and acknowledged to me that he subscribed the name of each individual thereto as principal and in his own name as attorney-in-



WITNESS my hand and official seal.

Hayden Hagan
Notary Public in and for said state

Miklos D.F. Udvardy
Maud E. Udvardy
Monica I. Udvardy

Notary Public, Second Judicial Circuit
State of Hawaii
My Commission expires 11-15-89



STATE OF CALIFORNIA
COUNTY OF Santa Barbara } SS.
On October 2, 1989 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Fredric E. Truog

personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it.

Notary Seal
16-201 (1-1-81) 242

Signature Carol Beth Seeger
Notary Public in and for said County and State



FOR NOTARY STAMP

STATE OF ALASKA)
) : ss.
 COUNTY OF ANCHORAGE)

On this 2nd day of October, 1989, before me, a Notary Public in and for the State of Alaska, personally appeared Jane A. Hall, John E. Hall, John R. Hanley and Gwen C. Hanley. The above named individuals personally signed their names on the proffred space adjacent to (Parcel 13) on page 9 (nine) of attached document.
 Witness my hand and official seal.

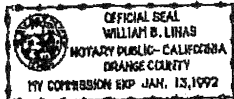
[Signature]
 Notary Public in and for the
 State of Alaska
 My Commission Expires 12-12-92

GENERAL ACKNOWLEDGMENT

NY 201

State of CALIFORNIA
 County of ORANGE } ss.

On this the 17 day of NOVEMBER 1989, before me,
WILLIAM B. LINAS
 the undersigned Notary Public, personally appeared



ROBERT E. MARKS & CHRISTOPHER E. MARKS
 I personally know to me
 appeared to me on the basis of satisfactory evidence
 to be the person(s) whose name(s) ARE subscribed to the
 within instrument, and acknowledged that THEY executed it.
 WITNESS my hand and official seal.

[Signature]
 Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent duplication of performance of the certificate to another document.

THIS CERTIFICATE
 MUST BE ATTACHED
 TO THE DOCUMENT
 DESCRIBED AT RIGHT:

Title or Type of Document AGREEMENT & ASSIGNMENT LOCATION
 Number of Pages 12 Date of Document 11-17-89
 Signor(s) Other Than Named Above AS ATTACHED

7100 019

FORM NO. 10 (REVISED 1-80) (REGISTRATION ACT - 1937) (REV. 7-84) (EXCEPT CALIF., OR. 11-20-78)

CAT. NO. NND0627
TO 1944 CA (9-84)

 TICOR TITLE INSURANCE

(Individual)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On October 30, 1989 before me, the undersigned, a Notary Public in and for
said State, personally appeared Carol L. Macken

_____, personally known to me or
proved to me on the basis of satisfactory evidence to be
the person whose name CA subscribed to the
within instrument and acknowledged that she executed
the same.
WITNESS my hand and official seal.

Signature Robert T. Harris



(This area for official notarial seal)

STAPLE HERE



EXHIBIT "D"

APPROVAL OF LEGAL DESCRIPTION

This APPROVAL OF LEGAL DESCRIPTION is made as of the date of signing, by and between GIOVANNI CARGASACCHI and CLEMENTINA CARGASACCHI, husband and wife (hereinafter "SERVIENT TENEMENT OWNERS") and the owners of the LAKEVIEW PROPERTIES, and RANCHO DOS MUNDOS, which real properties are described in Exhibit "A" attached hereto and incorporated herein by reference, the owners of which real properties are hereinafter collectively referred to as the "DOMINANT TENEMENT OWNERS."

RECITALS

A. WHEREAS, the MEMORANDUM OF AGREEMENT AND EASEMENT LOCATION DOCUMENT, to which this Exhibit "D" is attached, provided, in Paragraph 2., for the surveying of and the preparation of a legal description for the 30 foot road easement, which legal description is to become Exhibit "D" of the MEMORANDUM OF AGREEMENT AND EASEMENT LOCATION DOCUMENT; and

B. WHEREAS, said Paragraph 2. also provided that said legal description (Exhibit "D") shall be approved in writing by SERVIENT TENEMENT OWNERS and by the DOMINANT TENEMENT OWNERS, either individually or by their Attorney in Fact; and

C. WHEREAS, the SERVIENT TENEMENT OWNERS and DOMINANT TENEMENT OWNERS wish, by the signing of this Approval of Legal Description, to approve the surveyed legal description which has been prepared, and which is attached hereto to this Exhibit "D."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Approval of Legal Description. Pursuant to Paragraph 2. of the MEMORANDUM OF AGREEMENT AND EASEMENT LOCATION DOCUMENT, The parties hereto approve the legal description for the 30 foot road easement which is attached hereto as a part of this Exhibit "D."

2. Adjustment of Legal Description after Road Construction. Pursuant to Paragraph 2. of the MEMORANDUM OF AGREEMENT AND EASEMENT LOCATION DOCUMENT, after the construction of the road, the legal description approved herein shall be adjusted so that the 30 foot easement is located fifteen (15)

feet on either side of the centerline of the road as constructed.

3. Counterparts. This Approval of Legal Description may be signed in counterparts, and all copies so executed shall constitute one agreement which shall be binding upon the parties hereto.

In Witness Whereof, the Parties have affixed their signatures:

SERVIENT TENEMENT OWNERS:

Giovanni Cargasacchi

Clementina Cargasacchi

DOMINANT TENEMENT OWNERS:

LAKEVIEW PROPERTIES:

(Parcels 1, 2,
and 10)

Wen M. Chen, by Ralph A. Weston, his attorney in fact
Wen M. Chen, by his Attorney in Fact

(Parcel 3)

Socorro R. Rocha, Executor for Jose Rocha,
Estate of Jose Rocha, Deceased,
by its Executor

Socorro Rocha, by Ralph A. Weston, her attorney in fact
Socorro Rocha, by her Attorney in Fact

(Parcels 4, 5,
7, and 8)

Clayton Sanchez, by Ralph A. Weston, his attorney in fact
Clayton Sanchez, by his Attorney in Fact

W. Bruce Sanchez, by Ralph A. Weston, his attorney in fact
W. Bruce Sanchez, by his Attorney in Fact

(Parcel 6)

Ralph A. Weston
Ralph A. Weston, individually

feet on either side of the centerline of the road as constructed.

3. Counterparts. This Approval of Legal Description may be signed in counterparts, and all copies so executed shall constitute one agreement which shall be binding upon the parties hereto.

In Witness Whereof, the Parties have affixed their signatures:

SERVIENT TENEMENT OWNERS:

Giovanni Cargasacchi
Giovanni Cargasacchi

Clementina Cargasacchi
Clementina Cargasacchi

DOMINANT TENEMENT OWNERS:

LAKEVIEW PROPERTIES:

(Parcels 1, 2,
and 10)

Wen M. Chen, by his Attorney in Fact

(Parcel 3)

Estate of Jose Rocha, Deceased,
by its Executor

Socorro Rocha, by her Attorney in Fact

(Parcels 4, 5,
7, and 8)

Clayton Sanchez, by his Attorney in Fact

W. Bruce Sanchez, by his Attorney in Fact

(Parcel 6)

Ralph A. Weston, individual'y

Appeal By John Cargasacchi of
Approval of 15LUP-00000-00072 &
23GRD-00221

EXHIBIT B

Judgment After Court Trial
Santa Barbara Superior Court
Blanco v. Cargasacchi #17CV04672
Timothy J. Staffel, Presiding

FILED

SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

09/27/2022

Darrel E. Parker, Executive Officer
BY Barajas-Garcia, Cynthia
Deputy Clerk

1 E. Patrick Morris (Bar No. 144344)
2 **LAW OFFICES OF E. PATRICK MORRIS**
3 137 East Anapamu Street
4 Santa Barbara, California 93101
5 (805) 560-9833
6 (805) 560-6964 Fax

7 Attorneys for Defendants
8 GIOVANNI CARGASACCHI INDIVIDUALLY AND AS TRUSTEE OF
9 THE CARGASACCHI FAMILY TRUST; PETER CARGASACCHI,
10 JOHN M. CARGASACCHI, MARK J. CARGASACCHI, AND
11 LAURA TERESA CARGASACCHI BELLUZ, TRUSTEE

12 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF SANTA BARBARA

14 COOK DIVISION

15 HENRY BLANCO,
16
17 Plaintiff

18 v.

19 GIOVANNI CARGASACCHI;
20 INDIVIDUALLY AND AS TRUSTEE OF
21 THE CARGASACCHI FAMILY TRUST;
22 JPMORGAN CHASE BANK, N.A.; PETER
23 A. CARGASACCHI; JOHN M.
24 CARGASACCHI; LAURA TERESA
25 CARGASACCHI BELLUZ, TRUSTEE OF
26 THE LAURA TERESA CARGASACCHI
27 BELLUZ SEPARATE PROPERTY TRUST
28 DATED NOVEMBER 18, 2015; MARK J.
CARGASACCHI; AND ALL PERSONS
UNKNOWN CLAIMING ANY LEGAL OR
EQUITABLE RIGHT, TITLE, ESTATE,
LIEN, OR INTEREST IN THE PROPERTY
DESCRIBED IN THE COMPLAINT
ADVERSE TO PLAINTIFF'S TITLE, OR
ANY CLOUD ON PLAINTIFF'S TITLE
THERETO; AND DOES 1 THROUGH 50,
INCLUSIVE,

Defendants

) Case No. 17CV04672
) Hon. Timothy Staffel SM 3
) Trial Date: December 15 -16, 2021
)
)
)

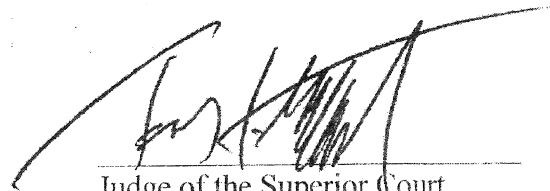
[proposed] JUDGMENT AFTER COURT TRIAL

1 THIS MATTER CAME BEFORE THE COURT for trial to the Court on December 15 and 16,
2 2021. The Court rendered its Statement of Decision on July 6, 2022.

3 **JUDGMENT IS ENTERED** for Defendants and each of them, and as against Plaintiff
4 Henry Blanco, as set forth in the Court's Statement of Decision rendered on July 6, 2022,
5 attached hereto and included as the Judgment of the Court this date.
6

7
8 **IT IS SO ORDERED, ADJUDGED AND DECREED;** this

9
10 27th Day of September, 2022.
11

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14 

15 Judge of the Superior Court

16 **Timothy J. Staffel**
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FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
07/06/2022
Darrel E. Parker, Executive Officer
BY Hernandez, J Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

Henry Blanco,
Plaintiff,
v.
Giovanni Cargasacchi, et al.
Defendants.

) Case No.: 17CV04672

) **STATEMENT OF DECISION**

INTRODUCTION

Plaintiff Henry Blanco (hereafter plaintiff), the dominant tenement holder of the easement at issue, contends he should be able to improve the existing access way easement, established for “road purposes” in 1968, and presently in use, in order to implement County of Santa Barbara’s (County’s) road improvement requirements before securing grading and building permits for residential construction. Defendants Giovanni Cargasacchi individually and as Trustee of the Cargasacchi Family Trust, Peter Cargasacchi, Laura Teresa Cargasacchi Belluz, as Trustee of the Laura Theresa Cargasacchi Belluz Separate Property Trust Dated November 18, 2015, and Mark Cargasacchi, as owners of the Cargasacchi Ranch, (hereafter, collectively as

1 defendants), who are the servient tenement holders of the easement in question, disagree.
2 Defendants argue that before proceeding with residential construction (and thus securing permits
3 from the County for that purpose), plaintiff must comply with the requirements of a 1990
4 document that modified the nature of the easement and not the original 1968 easement grant.
5 The court, after examining the arguments, evidence, and documents submitted at the bench trial,
6 and after exploring the questions *exclusively* through the prism of quiet title and declaratory
7 relief as presented, concludes defendants have the better argument. The 1990 document, given
8 its logical import and the current present realities, governs how plaintiff must proceed before
9 securing building permits from the County. Accordingly, the court denies relief as requested by
10 plaintiff, for reasons discussed in greater depth below.

11 **FACTUAL AND PROCEDURAL BACKGROUND**

12 Plaintiff owns the residence, located at 4375, Sweeney Road, Lompoc, which is 7,476
13 square feet, along with a 13-acre vineyard. This is one of 38 parcels associated with the
14 Lakeview Estate, located in the Santa Ynez Valley. The parcel and residence were previously
15 owned by Christopher and Kristi Marks (hereafter, the Marks), who finished 90% of the
16 residential construction, but stopped after suffering financial difficulties. Plaintiff purchased the
17 property from the Marks in 2012, and presently wishes to complete the remaining construction as
18 needed. He has attempted to secure a building and grading permit with County authorities;
19 however, the County has designated Lakeview Estates as a "Special Problems Area" given width
20 and road access problems to the Lakeview Estates. The County, looking to the "old easement
21 road" created in 1968, required significant upgrades before it would issue the grading and
22 building permit.¹ The County indicated that plaintiff had not yet provided the metes and bounds
23 of the 1968 road, and most significantly, had failed to show that he had the authority to alter and
24 improve the land without the consent of the defendants, the servient tenement holders of the
25 easement at issue. Plaintiff initiated two separate but related lawsuits as a result. The first was a
26

27 ¹ Plaintiff, for example, had to secure an engineering and geological report on the condition of the original
28 easement road established in 1968, although it ultimately found the road was in good condition, was sufficiently
wide for passenger vehicles, and could support emergency vehicles. County demanded additional improvements as
well.

1 petition for writ of mandate against County, attempting to compel the County to issue the
2 necessary permits for constructions and grading, which is not at issue in this matter.²

3 The second is the present lawsuit filed against defendants, culminating in the third
4 amended complaint as the operative pleading. The lawsuit has changed over the course of the
5 litigation, however. Originally, in the third amended pleading, plaintiff advanced six (6) causes
6 of actions against the defendants, including quiet title, interference with easement, breach of
7 contract, breach of the implied covenant of good faith and fair dealing, declaratory relief, and
8 “preliminary injunction.” As injunctive relief is not a cause of action but a remedy (*Guessous v.*
9 *Chrome Hearts, LLC* (2009) 179 Cal.App.4th 1177, 1187), injunctive relief will be applied only
10 if plaintiff advances a successful interpretation of the grant easement documents at issue.
11 Plaintiff has since dismissed the second cause of action (interference with easement) and the
12 fourth cause of action (breach of the convenient of good faith and fair dealing). Further, after the
13 initial rounds of trial briefs were submitted, plaintiff expressly withdrew the breach of contract
14 claim (the third cause of action),³ further eschewing any “reliance on the 2004 [agreement]
15 between” between defendants and plaintiff’s predecessor in interest. Counsel for plaintiff made
16 this crystal clear at the May 18, 2022, hearing.⁴ Following the dismissal of the second, third,
17 and fourth causes of action, as well as counsel’s comments concerning the 2004 agreement, there
18
19
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21

22 ² This case was titled *Blanco v. County of Santa Barbara et al.*, Case No. 17CV04565. This court ultimately
23 granted County’s motion for judgment on the pleadings, without leave to amend, as plaintiff had failed to exhaust
24 administrative remedies. Court of Appeal, Second Appellate District Six affirmed in a nonpublished opinion.
(*Blanco v. County of Santa Barbara*, B308340, opn. filed on Oct. 18, 2021.) The remittitur was issued on December
25 21, 2021. The court takes judicial notice of the trial court case file in Case No. 17CV04565, which includes the
26 Court of Appeal opinion, as the facts in that case help frame the issues raised in the present matter.

27 ³ The third cause of action advanced a breach of the 2004 agreement between plaintiff’s predecessor in
28 interest and the defendants, discussed in greater depth in this decision. Plaintiff claimed as to this cause of action
that the defendants breached the agreement, which allowed the Marks to utilize the 1968 easement road to finish
construction of the residence.

⁴ Plaintiff’s counsel explained what he meant by this withdrawal: “Well, the [2004 Document] is in
evidence.⁴ We didn’t use it in court case, but if the Court feels it’s something it can take judicial notice of, I believe
the Court has authority to look at anything that’s outside the record if it’s subject to judicial notice., even if we
didn’t use it as an exhibit.”

1 are only two remaining causes of action remaining before the court – quiet title (the first) and
2 declaratory relief (the fifth).⁵

3 Plaintiff filed his first trial brief on November 21, 2021, and defendants filed their trial
4 brief on December 13, 2021. The parties filed a joint list of stipulated facts on October 21, 2021,
5 after a two-day bench trial, concluding on December 15, 2021. The court went on a site visit on
6 February 25, 2022. Plaintiff filed his closing argument brief on April 4, 2022, and the
7 defendants filed their closing trial brief on April 6, 2022. On May 18, 2022, the court heard
8 closing arguments, and indicated that this statement of decision would be submitted to the parties
9 by July 6, 2022.

10 CRITICAL DOCUMENTS

11 There are four sets of documents that frame how the court will proceed in assessing the
12 two remaining causes of action, for both parties in the end ask the court to interpret their
13 meaning and determine their impact in resolving the present dispute. Each of the four documents
14 will be discussed below.

15 In 1968, Bartolo Cargasacchi granted to Wallace and Mary Dyer (plaintiff's predecessor
16 in interest) an "easement and right of way, for use in common with others, for road purposes,
17 on and over and across a strip of land from the west boundary of the land described in Schedule
18 A attached hereto, abutting the end of the existing County Road know as Sweeney Road, over
19 and across said land described in Schedule A, to the west boundary of the land described in
20 Schedule B, attached hereto. [¶] Subject to the right of the grantor to maintain gates and cattle
21 guards across said right-of-way and said gates shall be kept closed." (Emphasis added.) This
22 document well be termed the "1968 Grant Easement."

23 In 1987, in a recorded documented entitled "Clarification to and Expansion of Grant of
24 Easement," (hereafter, the 1987 Clarification) Giovanni and Clementia Cargasacchi, successors
25 to Bartolo Gargasacchi, agreed to "resolve . . . disputes about" 1) the width of the easement
26 created in the 1968 Grant Easement, and 1) whether the original grant of easement "created an

27
28 ⁵ These dismissals, along with counsel's concession, has altered the nature of the court's analysis. The 2004
agreement, with its potential contractual basis for relief, has been removed from the calculus. The court will
summarize this document (called the 2004 Document) in the body of this decision with these limitations in mind.

1 easement that was appurtenant to each of the thirty-eight (38) separate parcels of the subdivision
2 of the Dominant tenement” This document goes on to clarify as follows: An “easement
3 and right of way, for use in common with others, for road purposes, on and over and across a
4 strip of land, 30 feet in width, from the west boundary of the land described in Exhibit B attached
5 hereto, abutting the end of the existing County Road known as Sweeny Road, over and across
6 said Land Described in Exhibit B, to the west Boundary of the Land Described in Exhibit C
7 attached hereto. Subject to the right of the Grantor to maintain gates and cattle guards across
8 said right of way and said gates shall be kept closed.” Further, the “easement rights created by
9 the Original Grant of Easement [from 1968] . . . are appurtenant to Parcels 1 to 38, inclusive, as
10 shown on the Record of Survey described in Recital D.” The documents conclude: “This
11 Clarification to and Expansion of Grant of Easement does not constitute an easement in addition
12 to the Original Grant of Easement but is a clarification and expansion thereof. Except as
13 expressly clarified and expanded herein, all terms, conditions, and stipulations of the Original
14 Grant of Easement shall remain in full force and effect and herby confirmed as such.”

15 On September 1, 1989, a “Memorandum of Understanding and Easement Location
16 Document” was consummated between Giovanni and Clementia Cargasacchi, successors in
17 interest to Bartolo Cargasacchi (the servient tenement holder), and all then existing owners of the
18 Lakeview Estates (38 estates, known as the dominant tenement holders). This document
19 expressly references the 1968 Grant Easement and the 1987 Clarification; and reiterates that use
20 of the easement in question was conditioned on the servient tenement holders maintaining gates
21 and cattle guards across the easement. A certain number of statements were made about the
22 nature of the easement in question (as relevant for our purposes). This document was recorded
23 in 1990 and will be termed the 1990 Memorandum.

24 The 1990 Memorandum provided a number of importation qualifications to the easement.
25 First, the parties acknowledged that the 1968 Grant Easement Document and the 1987
26 Clarification failed to specifically identify the location of the easement; they wished to remedy
27 that, and did so as follows: “Servient Tenement Owners hereby grant the location and Dominant
28 Tenement Owners hereby accept the location of the above-described easement and right of way
shown on the photograph is attached hereto and incorporated herein by reference as Exhibit C. It

1 will begin at the western entrance to entrance to the Servient Tenement and extend in a straight
2 line directly east until intersects the existing road at the base of the foothill. From this point of
3 intersection, it will generally follow the existing road, as hereinafter described through the
4 foothills to the eastern gate where it leaves the Servient Tenement and enter the Dominant
5 Tenements. The Original Grant of Easement as clarified and expanded by the Clarification
6 Document shall be appurtenant to each of the Dominant Tenements described in Exhibit "A"
7 hereto, and the easement right of way is located for each of them as set forth above." All 38
8 Lakeview Estates parcels would have access. The location of the new road easement would be
9 expressly decided by a survey of the 30-foot easement, and the description of the survey would
10 become Exhibit D of the 1990 Memorandum. (Paragraph 1.) It specifically defines the contours
11 of the road to be surveyed. (Paragraph 3.) There is an Exhibit D attached to the 1990
12 Memorandum, which is recorded.

13 Second, it noted that "Dominant Tenement Owners shall not materially increase the
14 burden or impose new or additional burdens upon the easement Servient Tenement Owners. The
15 right to grant permission for future requests to increase the use and/or burden of the easement
16 and to grant additional easements is hereby reserved to the Servient Tenement Owners.
17 Dominant Tenement Owners hereby release all other easements or other rights that lie outside
18 the easement location described herein, and hereby release and quitclaim all other rights and
19 claims across the servient tenement, whether acquired by prescription, grant or otherwise."
20 (Paragraph 5.)

21 Third, it provided "Dominant Tenement Owners shall be responsible for all of the costs
22 of design, construction, and maintenance of the road..." (Paragraph 8.)

23 Fourth, the 1990 Memorandum indicated that "it is understood and intended by all parties
24 that this Memorandum of Agreement and Easement Location Document results in the relocation
25 of original easement and that the terms and conditions Memorandum of Agreement and
26 Easement Location Document shall apply to all who were a party or who derived benefit from
27 the Original Grand of Easement or Clarification Document. This Memorandum of Agreement
28 and Easement Location does not constitute an agreement in addition to the Original Grant of
Easement, but only a clarification and explanation thereof. Except as expressly clarified and

1 expanded hearing, all terms, conditions and stipulations of the of the Original Grant of Easement
2 and Clarification Document shall remain in full force and effect and are hereby confirmed as
3 such.” (Paragraph 11.)

4 Finally, in the last relevant document, on October 24, 2004, Giovanni and Clementia
5 Gargasacchi and Christopher and Kristi Marks consummated an agreement entitled “Agreement
6 to Permit a Limited Increase in Use of Easement” (this will be called the 2004 Document⁶). The
7 Marks, predecessors in interest to plaintiff, was in the process of building a single-family
8 residence; based on Paragraph 5 of the 1990 Memorandum, outlined above, the Cargassacchis
9 agreed “an increase in use of the original right contained in the [1990 Memorandum], but limited
10 to only the finishing construction of a single-family residence not partly constructed. . .” “This
11 limited increase in the existing right to use the easement is given within and intended to be in full
12 compliance with the terms and conditions of the [1990 Memorandum] and is subject to all the
13 conditions and terms of the [1990 Memorandum], in the same manner as the original right to use
14 the easement prior to this agreement.” “This agreement is not intended to give assurance or
15 imply in any way that the old, farm dirt road currently being used will provide a safe year-round
16 access road to the Lakeview subdivision. The present road is not to be changed or altered by
17 permittee. Permittee assumes all risk and liability for themselves, guests and invitees in using
18 the roadway. . .” (Paragraphs C, (2), (7)).⁷

19 NATURE OF DISPUTE AS FRAMED BY PARTIES

20 Plaintiff, one of the unquestioned dominant tenement holders of the easement in question,
21 begins with a simple exhortation: he needs to use the access road to complete the construction of
22 his residence, which is approximately 90 percent completed. He acknowledges that the “new
23 road” contemplated by the 1990 Memorandum, noted above, has never been built. But that is of
24 little moment, for what exists today is the original easement road, created in 1968 as a general
25 access easement and as clarified in 1987 Clarification and recognized in the 1990 Memorandum
26 (and presumably used by the Marks most recently in 2004 until his financial troubles). It is this

27 ⁶ The parties agreed on this description at the May 18, 2022, hearing.

28 ⁷ The court again emphasizes that plaintiff has withdrawn all causes of action based on the 2004 Document,
as well as any other basis for relief. The court includes a description here because the document was admitted at
trial.

1 original road easement he claims he should be able to use to finish the construction of his
2 residence, and it is this original road that he should be allowed to improve as mandated by the
3 County (i.e., to be made compliant with the County's road improvement requirements as a
4 condition to issuing all necessary permits). He contends that as to the original easement road, the
5 law allows him to make normal future improvements, and there is no evidence that this will
6 create an abnormal burden on defendants as the servient tenement holder. Plaintiff insists in his
7 closing trial brief that there is no evidence in the record to show that improving this original
8 easement road will impact defendants' crops, increase road or pedestrian traffic, or otherwise
9 pose any inconvenience. These improvements, he claims, will only be a benefit to all.

10 Plaintiff also emphasizes that defendants, who became owners of the Cargasacchi Ranch
11 in 1985, knew and must have reasonably anticipated that the increase in traffic on the original
12 easement road was likely, as evidenced by the 1987 Clarification in which they agreed that the
13 old easement road would be appurtenant to all 38 estates of the Lakeview Estates. Specifically,
14 plaintiff observes that the 1987 Clarification established a 30-foot-wide easement, which is more
15 than enough to accommodate the County's road requirements. Plaintiff claims that the 1990
16 Memorandum expressly acknowledges the "30 foot" easement was in full force and effect, and
17 specifically states "the old road [i.e., the current road] may be used until the new road
18 [contemplated by the 1990 Memorandum] is completed." He emphasizes that nothing in the
19 1990 Memorandum precludes the improvements he contemplates. He asks, therefore, that court
20 quiet title and declare relief in his favor, allowing him to improve the existing old road easement
21 (at his expense), in compliance with County's regulations.

22 Defendants reject plaintiff's interpretation of these documents. They acknowledge the
23 current easement road in use is the one that was created by the 1968 Grant Easement and further
24 clarified by the 1987 Clarification. But they insist that it can no longer be used as the road
25 subject to County improvements. They claim that plaintiff has no right to the continuation and
26 improvement of the "old easement" road given the clear language in the 1990 Memorandum that
27 established of a "new easement" road, with a different location and different measurements.
28

1 Essentially, they claim that if the County requires road improvements to secure building permits,
2 the new easement road, as contemplated by the 1990 Memorandum, must be used, and not the
3 existing "old road" easement in current use. There is, in their view, a natural but anticipated
4 sunset on the viability and continuation of the old easement road; plaintiff's efforts will
5 essentially give the "old road" new and continuing life through modern improvements at the
6 expense of the express language in the 1990 Memorandum, rendering the latter document for all
7 intents and purposes obsolete and irrelevant. While it is true, they acknowledge, that the 1990
8 Memorandum has language that reads, "The old road may be used until the new road is
9 completed," they opine this "hardly creates any 'easement' right to use the 'old road.'"
10 Defendants emphasize that the court has no authority to rewrite the 1990 Memorandum, which is
11 what would it is essentially doing should plaintiff prevail.
12
13

14 LEGAL BACKGROUND

15 It is plaintiff's burden, in a quiet title cause of action pursuant to Code of Civil
16 Procedures section 760.010, et seq., to show in this context, as the dominant tenement holder,
17 that its interpretation of the grant easement documents is the appropriate one. The same would
18 be true for the declaratory relief cause pursuant to Code of Civil Procedure 1060, et seq., as the
19 conflict involves a future controversy about real property. (See, e.g., *Entin v. Superior Court*
20 (2012) 208 Cal.App.4th 770, 783; *Caira v. Offner* (2005) 126 Cal.App.4th 12, 24-25 ["An action
21 to quiet title is akin to an action for declaratory relief in that the plaintiff seeks a judgment
22 declaring his rights in relation to a piece of property].) The court is essentially asked to examine
23 the nature and scope of the title, scope, and nature of the easement, as reflected in the easement
24 documents submitted and discussed above, and to declare the rights and obligations of each
25 party. (*Caria, supra*, at p. 26.)

26 Further, both causes of action at issue, as framed, require the court to construe the
27 easement language in three of the critical documents detailed above and without resort to the
28 2004 Document, in light of plaintiff's concession. " "An easement is a restricted right to

1 specific, limited, definable use or activity upon another's property, which right must be *less* than
2 the right of ownership.’ ” ” (*Zissler v. Saville* (2018) 29 Cal.App.5th 630, 638.) The easement,
3 which attaches to the dominant tenement holder and burdens the servient tenement, does not own
4 the property, but simply possesses a right to use another’s property for a specific purpose.
5 (*Blackmore v. Powell* (2007) 150 Cal.App.4th 1593, 1599.) “In construing an instrument
6 conveying an easement, the rules applicable to the construction of deeds generally apply. If the
7 language is clear and explicit in the conveyance, there is no occasion for the use of parole
8 evidence to show the nature and extent of the rights acquired. [Citations.] If the language is
9 ambiguous, extrinsic evidence may be used as an aid to interpretation unless such evidence
10 imparts a meaning to which the instrument creating the easement is not reasonably susceptible.”
11 (*Scruby v. Vintage Grapevine, Inc.* (1995) 37 Cal.App.4th 697, 702.) Whether an ambiguity
12 exists is a question of law, subject to independent review on appeal. (*Wolf v. Superior*
13 *Court* (2004) 114 Cal.App.4th 1343, 1351.) When there is no material conflict in the extrinsic
14 evidence, the court interprets the contract as a matter of law. (*City of Hope National Medical*
15 *Center v. Genentech, Inc.* (2008) 43 Cal.4th 375, 395; *Gilkyson v. Disney Enterprises,*
16 *Inc.* (2021) 66 Cal.App.5th 900, 915; *Wolf v. Walt Disney Pictures & Television* (2008) 162
17 Cal.App.4th 1107, 1126.) If, however, there is a conflict in the extrinsic evidence, the conflict
18 must be resolved by the fact finder, and we review those findings for substantial evidence.
19 (*Wolf*, at p. 1127; *Winet v. Price* (1992) 4 Cal.App.4th 1159, 1166.)

20 Relevant to this discussion is *Zissler, supra*, 29 Cal.App.5th 630, a case referenced
21 throughout this litigation following its filing. In *Zissler*, an unpaved dirt road easement was
22 created by a grant recorded in 1994. The language of the grant indicated that “George and
23 Annette Corbett conveyed to Peter and Kristi Lupoli an easement ‘[p]roviding Grantee access,
24 ingress and egress to vehicles and pedestrians over Grantors’ real property from Green Meadows
25 Road to Grantees’ real property.” The easement “runs across ‘the most easterly portion of
26 Grantors’ real property [,]” and was 10 feet wide and 90.46 feet long. Saville was the successor
27 to the Corbetts, making him the servient tenement holder, while Zissler was the successor of the
28 Lupolis, making him the dominant tenement holder, and the parties disagreed as to the meaning

1 of the easement language. Zissler wanted to use the easement for a construction project on his
2 property, a project that would take 18 to 24 months, and involve approximately 14,000 trips.
3 Saville filed a complaint for declaratory and injunctive relief, asking the court to limit the use of
4 the easement to its historic use, not exceeding twelve (12) vehicle trips per year, and forbidding
5 use of the easement for construction activity. Respondent specifically argued the easement was
6 limited to landscaping use, presenting evidence from Peter Lupoli, who drafted the written
7 easement, as well as Lupolis' gardener. Zissler filed a cross-complaint, also asking for
8 declaratory relief.

9 The trial court denied Zissler's request to exclude extrinsic evidence in interpreting the
10 instrument, rejecting a plain reading of the easement language. The trial court found the grant
11 easement language ambiguous; looked to extrinsic evidence for its meaning; and ultimately
12 considered the easement to be a "general easement" for pedestrian and vehicular use, limited to
13 its historic use. The trial court ultimately determined that the easement could not be used for any
14 construction activity, and that the road would remain unpaved. Zissler appealed.

15 The *Zissler* court reversed. First, the appellate court concluded that the trial court erred
16 in treating the easement as a "general easement" with restricted historical use limitations. The
17 easement at issue was not a general easement as contemplated by *Winslow v. City of Vallejo*
18 (1906) 148 Cal. 723, a case relied upon by the trial court:⁸ the easement language at issue in
19 *Zissler*, unlike in *Winslow*, specified the easement's precise location, width, and length.
20 Additionally, the current language specified its purpose – "grantee access, ingress and egress to
21 vehicles and pedestrians over Grantor's real property from Green Meadows Road to Grantee's
22 real property." The appellate court emphasized that (contrary to the trial court's interpretation)
23

24 ⁸ The *Zissler* court noted that in *Winslow*, the grant easement involved an easement over the grantor's land
25 for "the purpose of installing and maintaining water pipes. Our Supreme Court determined that the 'conveyance is
26 general in its terms and affords no basis for determining the number of pipes, their size, or their exact location.'
27 [Citation.] . . . The Supreme Court concluded that the city was 'bound' by its 'election' to lay the inch pipe and
28 is general as to the extent of the burden to be imposed on the servient tenement, an exercise of the right, with
acquiescence and consent of both parties, in a particular course or manner fixes the right and limits it to particular
course or manner in which it has been enjoyed.'" The *Winslow* court found nothing in the grant easement language
was intended to give the [city] the right to increase from time to time the number pipes laid.' [Citation omitted.]"
(*Zissler, supra*, at p. 597-598.)

1 there was nothing objectively ambiguous about this language. Indeed, “an ambiguity is not
2 apparent from the ‘failure’ to specify how frequently the road can be used. It would be unusual
3 for a residential ingress-egress easement to quantify the number of trips allowed per day, week,
4 or month. Similarly, it would be unusual for such a residential easement to specify the type of
5 vehicle allowed on the road. As to the allegedly unspecified purpose of the easement, the
6 purpose is clear: to permit pedestrians and vehicles to go from point A to point B by traversing
7 the servient estate.” (*Id.* at p. 640.) The language utilized is not doubtful, susceptible to double
8 or different meanings, indistinct, uncertain, unclear, or indefinite. (*Ibid.*)

9 The *Zissler* court then looked to a number of cases that contained similar unambiguous
10 language in support. In *Laux v. Freed* (1960) 53 Cal.2d 512, plaintiff deeded to defendant “[a]
11 right of way over a road as presently constituted along the East Branch of Sand Creek . . . “ The
12 California Supreme Court found “nothing unclear, uncertain, or ambiguous” in this language,
13 citing *Laux* at page 523. The *Zissler* court further noted that the *Laux* court itself noted that a
14 grant in general terms of an easement of way “will ordinarily be construed as creating a general
15 right of way capable of use in connection with the dominant tenement for all reasonable
16 purposes.” (*Zissler, supra*, at p. 640.)

17 The *Zissler* court also cited to *Wall v. Rudolph* (1961) 198 Cal.App.2d 684 to reinforce
18 this proposition. In *Wall*, the court construed a grant “‘in broad terms’ of an easement “for road
19 purposes”” as creating “‘a general right of way . . . for all reasonable purposes.’” [Citation.]”
20 The *Wall* court went on to observe that such a right of use “[is] limited only by the requirement
21 that it be reasonably necessary and consistent with the purposes for which the easement was
22 granted.” (*Zissler, supra*, at p. 641, citing *Wall, supra*, at p. 684.) As noted by *Zissler*, the *Wall*
23 court observed that “the reasonable contemplation [of the parties to an express right-of-way
24 easement] presumptively includes normal future development within the scope of the basic
25 purpose.” (*Zissler, supra*, at p. 641, citing *Wall, supra*, at p. 692.) The *Zissler* court then went
26 on to observe that since the parties “to an express right of way easement presumptively
27 contemplate ‘normal future development,’ such an easement will generally not be restricted to its
28 historic use.’ [Citations omitted.]” (*Zissler, supra*, at p. 641.) It ultimately concluded that the

1 “language of the easement [like the language above in the cases cited above] is not reasonably
2 susceptible to a meaning of ‘use of landscaping purposes only.’ . . . The trial court was not
3 permitted to rely on extrinsic evidence to ‘add to, detract from, or vary the terms of an
4 [unambiguous easement].” (*Id.* at p. 644.)

5 The *Zissler* court distinguished cases, such as *Rye v. Tahoe Truckee Sierra Disposal*
6 *Company, Inc.* (2013) 222 Cal.App.4th 84, which did not “discuss the ingress-egress aspects of
7 the easement.” In *Rye*, “the dispute was between the parties concerning the portion of the area
8 subject to the easement that could be used for parking and storage. Unlike *Rye*, here there is no
9 dispute as to the usable portion of the easement. The entire 10’ x 90’ strip of land subject to the
10 easement may be used for ingress and egress. ‘The size [and location] of the right of way was
11 fixed and defined by precise description.’”⁹ (*Zissler, supra*, at p.642.)

12 In the end, the *Zissler* court ordered as follows: “The judgment is reversed, and the matter
13 is remanded to the trial court with directions to prepare a new judgment consistent with the views
14 expressed in this opinion. The trial court is not required to incorporate in the judgment the exact
15 language set forth below. It may vary the language so long as its essence is preserved. The new
16 judgment should include a provision that the easement may be used to the extent that the use is
17 reasonably necessary for the convenient enjoyment of the easement and is consistent with the
18 purpose for which the easement was granted, i.e., access, ingress and egress to vehicles and
19 pedestrians over Grantors’ real property from Green Meadows Road to Grantees’ real property,
20 provided that the use does not unreasonably interfere with the enjoyment of, unreasonably
21 damage, or materially increase the burden on the servient estate.” (*Id.* at pp. 645-646.)

22 DISCUSSION

23 Initially, the court sustains defendants’ objections to the contents of footnotes 2 and 3 of
24 plaintiff’s April 4, 2022, closing brief. The evidence mentioned therein was not admitted at trial
25 and cannot be referenced or relied upon in the closing brief.
26
27

28 ⁹ The court will not explore those aspects of *Zissler* discussing the existence of a bona fide purchaser, as they
are not relevant to this matter. (*Zissler, supra*, at pp. 642- 644.)

1 On the merits, it seems evident to the court that the 1968 Grant Easement created a “right
2 of way, for use in common with others, for road purposes,” over a specific location (i.e., strip of
3 land from the west boundary of the land described in Schedule A,” abutting the end of the
4 existing Sweeny Road). This easement was intended for purposes of “ingress and egress,”
5 indicative of a specific purpose. (See *Zissler*, at pp. 639–640.) The term “for road purposes,”
6 while not utilized in the easement at issue in *Zissler*, was used in the easement at issue in *Laux v.*
7 *Freed*, *supra*, 52 Cal.2d 512, 5216, to the effect that it was a “right of way over a road as
8 presently constructed along the East Branch Sand Creek, in the [legal description].” (*Id.* at p.
9 516.) *Laux* interpreted that language broadly. As the language in *Laux* is similar to the language
10 in the 1968 Grant Easement and the 1987 Clarification, it necessitates an equally broad reading.
11 (*Id.* at p. 523; see also *Franceschi v. Kuntz* (1967) 253 Cal.App.2d 1041, 1045 [“a right of way
12 for road purposes granted in broad terms means a general right of way capable of use in
13 connection with the dominant tenement for all reasonable purposes,” particularly when ingress
14 and egress are at issue].)

15 Further, the court agrees with plaintiff that a broad interpretation of this language is
16 limited only “by the requirement that it be reasonably necessary and consistent with the purposes
17 for which the easement was granted.” (*Wall, supra*, at p. 692, citing *Pasadena v. California*
18 *Michigan, Etc. Co.* (1941) 17 Cal.2d 577, 579 [a right for road purposes is limited only by the
19 requirement that it be reasonably necessary and consistent with the purposes for which the
20 easement was granted].) And certainly a “right of way is a privilege of passage over the land of
21 another, ‘with the implied right . . . to make such changes in the surface of the land as are
22 necessary to make it available for travel in a convenient manner.” (*White v. Walsh* (1951) 105
23 Cal.App.2d 828, 832, quoting *Ballard v. Titus* (1910) 157 Cal. 673, 681.)

24 The court also agrees with plaintiff that this original easement language is unambiguously
25 and sufficiently commodious, as required under existing law, to accommodate *normal future*
26 *development*, limited to its original purpose – ingress and egress. This is the clear import of
27 *Zissler*. To reinforce the point, as observed in *People ex rel. Dept. of Transportation v. Southern*
28 *Pac. Transportation Co.* (1978) 84 Cal.App.3d 315, 322, “As civilization advances and new and

1 improved methods of transportation are developed, any use of the right-of-way which is in aid of
2 and within the right-of-way's general purposes may be permitted, and does not entitle the owner
3 of the subservient estate to be compensated anew for every improvement or compensated for
4 every change of the use of the land made imperative by advances of technology and
5 transportation improvements.”

6 Finally, the court agrees with plaintiff that the 1990 Memorandum did not change the
7 purpose of the grant easement at issue – a “right of way easement for road purposes” – as
8 originally established, amounting to a continuation of the language utilized in the 1968 Grant
9 Easement and the 1987 Clarification. Paragraph 1 of the 1990 Memorandum provides that as
10 except as “expressly clarified and expanded herein, all terms, conditions and stipulations of the
11 [1968 Grant Easement and 1987 Clarification] shall remain in full force and effect and are
12 hereby confirmed as such.” (Emphasis added.) This means that all interpretative tools detailed
13 above apply equally well in explaining the language in the 1990 Memorandum. Notably, while
14 the 1990 Memorandum expressly provides that the use of the road easement should not
15 “overburden” the servient tenement; and further, that any “material” “new or additional burden”
16 upon the servient tenement holder requires the latter’s permission; these limitations were already
17 contemplated (albeit impliedly) by the language of the 1968 Grant Easement and the 1987
18 Clarification, as interpreted under existing case law. Paragraph 5 of the 1990 Memorandum
19 seems simply to expressly states what the law clearly implies.

20 All of these principles help frame the inquiry and would likely require the court to grant
21 relief as requested by plaintiff, but for one important and critical condition -- the old easement
22 road contemplated by both the 1968 Grant Easement and 1987 Clarification is the one that
23 should be improved. That foundational condition does not appear to be the case, however, after
24 a review of the governing documents and in light of the existing conditions. No doubt plaintiff’s
25 predecessor was able to use the old easement road (following the 1968 Grant Easement and 1987
26 Clarification) as the road access for construction purposes, without conditions imposed by the
27 County for construction, as reflected in the 2004 Document. But times have changed since
28

1 2004.¹⁰ The County now indisputably requires substantial improvements to an access road –
2 easement or otherwise – before it will issue building and grading permits for residential
3 construction. This is a significant and critical difference between past and present construction
4 efforts. And surely plaintiff must concede that the 1990 Memorandum language must itself be
5 read to incorporate, accommodate, and take into consideration conditions involving normal
6 future development (a principal plaintiff fully and ubiquitously advances), which by logic must
7 include new governmental regulatory changes or construction requirements. And while the 1990
8 Memorandum may be ambiguous as to the specific details, including the date and timing of any
9 transition period between the discontinuation of the old road easement and the creation of the
10 new road easement, one was obviously anticipated. That is the only logical reading of the
11 language in the 1990 Memorandum, based on its totality, as it expressly rejects the old road
12 easement, substitutes it for the new road, and identifies a new location (Exhibit D), with specific
13 requirements and dimensions. Critically, this interpretation conditions any reading of the
14 language in Paragraph 8 of the 1990 Memorandum, relied upon by plaintiff, which as noted
15 provides that the new “road shall be constructed between crop seasons, and completed before the
16 March 30th of the year in which construction occurs, including the removal of gravel of the old
17 roadway between the building and the hillside.” Significantly, it provides “the old road may be
18 used until the new road is completed.”

19 In line with this concept of “normal future development,” predicated in part on changing
20 governmental requirements, the only reasonable resolution of the current dispute is this -- the
21 new road as contemplated by the 1990 Memorandum, *at this time, under existing conditions* –
22 must be the starting point for any future development, not a continuation of the old easement
23 dating from 1968. Thirty-two (32) years have passed since the 1990 Memorandum was
24 recorded, a significant period of time. If plaintiff is permitted to go forward with the
25 improvements of the old road as he requests, the old easement would no longer be “old” -- it
26 becomes essentially the new easement road, semi-permanent and fully operational, with no
27

28 ¹⁰ The court again notes that plaintiff has rejected or withdrawn any reliance on the 2004 Document as the basis for relief. Again, the court takes plaintiff at his word and accepts this concession and/or withdrawal.

1 future transition realistically possible. The 1990 Memorandum's requirements become
2 ephemeral, with the old road improvements newly etched into the landscape, giving continued
3 life to a road that clearly was intended to have limited duration. And while there can be little
4 doubt that the improvements contemplated by plaintiff will be beneficial to all, that is not the
5 dispositive inquiry, (and specifically so since the Third Cause of Action for breach of contract
6 relating to the terms of the 2004 Agreement has been withdrawn by plaintiff). Such an endeavor
7 would significantly undermine and manifestly hinder any and all future road developments as
8 contemplated and authorized by the 1990 Memorandum. A continuation of the old at the
9 expense of the new cannot be sanctioned under any reasonable reading of the 1990
10 Memorandum, following the inexorable march of time and given the present requirements
11 mandated by the County for road access-way improvements. As difficult as this may be, the
12 time has come to phase out the old easement road in lieu of the new road, given the nature of the
13 existing easement documents and viewed through the prism of quiet title/declaratory relief.

14 The court is not unsympathetic to plaintiff's predicament. Following the terms of the
15 1990 Memorandum will likely make it more difficult -- and likely more costly -- for him to finish
16 construction of his residence. But the County's new requirements for improvement must be
17 factored into the equation for future development of the Lakeview Estates. Any other
18 interpretation renders the 1990 Memorandum a nullity for all intents and purposes, something the
19 law simply does not sanction. The causes of action now before the court, framed in terms of
20 quiet title and declaratory relief, require this court to interpret the easement documents in their
21 totality and in a reasonable fashion. The terms of the 1990 Memorandum, under the existing
22 requirements and current situation, governs the outcome moving forward. The time has come to
23 move forward with 1990 Memorandum as the future guide.

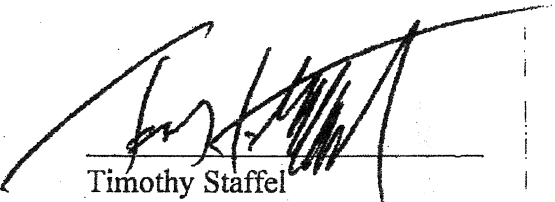
24 Accordingly, the court denies the relief requested by plaintiff. For plaintiff to proceed, he
25 must comply with the requirements of a new road easement, and its attendant construction
26 requirements, as detailed and outlined in the 1990 Memorandum; that is the road that must
27 comply with the County's existing improvement requirements, not the old easement road
28 contemplated by and in existence since 1968. The old road easement (as contemplated by the

1 1968 Grant Easement and the 1987 Clarification), while relevant from this time forward for
2 limited ingress and egress purposes, must be phased out and not given continuing (and in fact
3 expanded) life. The court therefore denies plaintiff's request for injunctive relief. If plaintiff
4 pays for the new road easement as contemplated and detailed in the 1990 Memorandum, an
5 assessment district need not be established as a precursor or as condition for construction and
6 thus as basis to secure his permit, although to recoup any money (and require the other dominant
7 tenement holders to pay their pro rata share ultimately) that may be required. That issue is not
8 before the court, and the court makes no determination on the issue.

9 **IT IS SO ORDERED.**

10 **07/06/2022**

11 DATED: _____



12 Timothy Staffel
13 Judge of the Superior Court

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Appeal By John Cargasacchi of
Approval of 15LUP-00000-00072 &
23GRD-00221

EXHIBIT C

Opinion Court of Appeal, 2nd Appellate
District, Div. 6 (Unanimous)
Blanco v. Cargasacchi #B324397

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION SIX

HENRY BLANCO,

Plaintiff and Appellant,

v.

GIOVANNI CARGASACCHI,
Individually and as Trustee,
etc., et al.,

Defendants and
Respondents.

2d Civil No. B324397
(Super. Ct. No. 17CV04672)
(Santa Barbara County)

COURT OF APPEAL – SECOND DIST.

FILED

Jan 12, 2024

EVA McCLINTOCK, Clerk

Yalitza Esparza Deputy Clerk

Henry Blanco appeals from the judgment after the trial court concluded he must comply with the terms of a memorandum signed in 1990 (the 1990 memorandum) before securing permits necessary for completing the construction of a residence in the Lakeview Estates development of the Santa Ynez Valley. He contends the court erred in finding that the 1990 memorandum terminated an easement granted in 1968 to his predecessor-in-interest (the 1968 easement). He also

contends the court erred in finding that he could not improve an existing road that runs over the 1968 easement, requiring him instead to construct a new road to secure his desired permits per the terms of the 1990 memorandum. And lastly, Blanco claims the court's findings amount to an unconstitutional taking. We affirm.

FACTUAL AND PROCEDURAL HISTORY

In 1968, a previous owner of Blanco's property recorded "[a]n easement and right-of-way . . . for road purposes[] on, over[,] and across a strip of land" owned by the Cargasacchi family.¹ Nineteen years later, the Cargasacchis and Lakeview Estates landowners signed a document specifying that the 1968 easement was 30 feet wide and available for all Lakeview Estates landowners to use (the 1987 clarification). The clarification also reaffirmed the terms of the 1968 easement: "Except as expressly clarified and expanded herein, all terms, conditions[,] and stipulations of [the 1968 easement] shall remain in full force and effect and are hereby confirmed as such."

In 1990, the Cargasacchis, Lakeview Estates landowners, and owners of an adjacent plot of land, Rancho Dos Mundos, signed the 1990 memorandum. This memorandum specified the location of a 30-foot-wide easement across the Cargasacchis' land, and required Lakeview Estates and Rancho Dos Mundos landowners to "release all other easements or other rights that lie outside [the 1990] easement, and . . . release and quitclaim all

¹ The Cargasacchi Family Trust; the estate of Giovanni Cargasacchi; John M. Cargasacchi; Laura Teresa Cargasacchi Belluz, as trustee of the Laura Teresa Cargasacchi Belluz Separate Property Trust; Mark J. Cargasacchi; and Peter A. Cargasacchi.

other rights and claims across” Cargasacchi lands. The memorandum permitted the construction of a paved road across the easement (the 1990 road), but allowed landowners to continue using the road crossing the 1968 easement until the 1990 road was completed. They could not “materially increase the burden or impose new or additional burdens [on] the easement,” however. The signing parties acknowledged that the 1990 memorandum “result[ed] in the relocation of the [1968] easement,” but that all other “terms, conditions[,] and stipulations of [that easement] and [the 1987 clarification would] remain in full force and effect.”

In 1998, the prior owner of Blanco’s property, the Marks family, obtained a permit from the County of Santa Barbara (the County) to build a residence. They commenced construction of the residence, which continued until it was about 90 percent complete. At that point, the County ordered the Markses to stop construction until the 1990 road was completed.

In 2004, the Cargasacchis agreed to permit the Markses to increase the use of the 1968 easement, as clarified in the 1987 clarification and 1990 memorandum, to allow them to finish the construction of their residence (the 2004 agreement).² This increase in the use of the easement did not allow the Markses to change or alter the road crossing the 1968 easement, however, and required them to stop using it once the 1990 road was useable.

After Blanco acquired the Markses’ property in 2012, County officials told him he would need to widen and add

² The 2004 agreement was admitted into evidence, but the trial court did not rely on it in its decision. Neither do we; we describe it only for context.

compacted gravel to the road leading to his residence before it would issue the permits necessary to finish construction. This required Blanco to show that the Cargasacchis had granted him “the authority to alter and improve” the road crossing the 1968 easement. The Cargasacchis refused to grant that authority, claiming that Blanco instead had to construct the 1990 road to meet County standards.

Blanco sued the Cargasacchis for quiet title and declaratory relief.³ The trial court rejected Blanco’s claims. It concluded the 1990 memorandum “expressly rejects the [1968] easement, substitutes it for the new road, and identifies a new location . . . with specific requirements and dimensions.” The road crossing the 1968 easement could not be updated to County standards because if Blanco were “permitted to go forward with the improvements of” it the easement “would no longer be ‘old.’” Instead, it would “essentially [become] the new easement road, semi-permanent and fully operational, with no future transition realistically possible,” rendering the 1990 memorandum’s requirements “ephemeral.” The court concluded that the road crossing over the 1968 easement must be “phased out,” and Blanco must build a new road to finish construction of his Lakeview Estates property.

DISCUSSION

Termination of the 1968 easement

Blanco first contends the trial court erred in finding that

³ Blanco also petitioned the trial court to issue a writ of mandate to compel the County to issue the permits. The court denied Blanco’s petition, and we affirmed the judgment on appeal. (See *Blanco v. County of Santa Barbara* (Oct. 18, 2021, B308340) [nonpub. opn.] [2021 WL 4839083].)

the 1990 memorandum terminated the 1968 easement. We do not resolve this contention.⁴ As explained below, even if the 1968 easement were not terminated the terms of the 1990 memorandum do not permit Blanco to improve the road crossing it.

Improvement of the road crossing the 1968 easement

Blanco next contends the trial court erred in finding that he could not improve the road crossing the 1968 easement and instead had to construct and improve the 1990 road to secure building permits from the County. We are not persuaded.

Interpreting the 1968 easement, 1987 clarification, and 1990 memorandum presents a question of law subject to our independent review. (*Beyer v. Tahoe Sands Resort* (2005) 129 Cal.App.4th 1458, 1470.) Standard principles of contract interpretation apply. (*Hill v. San Jose Family Housing Partners, LLC* (2011) 198 Cal.App.4th 764, 777.) Our “paramount goal . . . is to determine the intent of the parties.” (*Ibid.*) We ascertain that intent “from the language of the [documents] alone” so long as it is “‘clear and explicit, and does not involve an absurdity.’” (*Ibid.*) We read the documents “together, so as to give effect to every part.” (Civ. Code, § 1641.) The language of the documents, “or the nature of the enjoyment by which it was acquired,” defines the extent of the easement granted. (Civ. Code, § 806.)

The trial court here correctly interpreted the language of the relevant documents. The 1968 easement granted Blanco’s predecessor-in-interest a right-of-way “for road purposes” over

⁴ We also do not resolve Blanco’s assertion, not raised during the proceedings below, that he acquired a prescriptive easement if the 1990 memorandum terminated the 1968 easement.

Cargasacchi family lands. The 1987 clarification specified that the easement was 30 feet wide. The 1990 memorandum relocated that easement and required Lakeview Estates landowners to build a new road. It also required landowners to “*release all other easements or other rights that lie outside [the 1990] easement,*” and prevented them from “*materially increas[ing] the burden or impos[ing] new or additional burdens [on] the [1968] easement.*” (Italics added.) Read together, these documents indicate that Blanco could not improve the road crossing over the 1968 easement, as the trial court correctly concluded.

Blanco complains that this conclusion runs counter to long-established laws governing easements. He first cites *Dolnikov v. Ekizian* (2013) 222 Cal.App.4th 419, 428 (*Dolnikov*), for the proposition that “[e]very easement includes what are termed “secondary easements,” ’ ” including “the right to make ‘repairs, renewals[,] and replacements on the property that is servient to the easement’ [citation] ‘and to do such things as are necessary to the exercise of the right’ [citation].” But a secondary easement cannot “ ‘increase the burden on . . . the servient tenement, or make any material changes therein.’ ” (*Id.* at p. 429.) Rather, such an “easement may be exercised ‘only when necessary and in such reasonable manner as not to increase the burden needlessly on the servient estate or to enlarge it by alteration in the mode of operation.’ ” (*Ibid.*)

Here, Blanco does not seek to make repairs necessary to exercise his right to use the road crossing over the 1968 easement. Instead, he seeks to improve the road to meet County standards—improvements that will require laying thousands of tons of compacted gravel, materially enlarging the road and significantly increasing the burden on the Cargasacchis’ land.

These improvements are not needed for any dominant tenement owners—including Blanco—to use the right of way, but rather are required so that the County will issue the permits he needs to complete construction of his home. In our view, such improvements are outside the scope of any secondary easements included in the 1968 easement. (*Dolnikov, supra*, 222 Cal.App.4th at p. 429 [only “ “changes that do not affect [the] substance” ’ ” of an easement are permitted].)

Blanco next relies on *Kosich v. Braz* (1967) 247 Cal.App.2d 737 to claim that he had the right to improve the 1968 easement. But as the *Kosich* court noted, “a purchaser of real property in fee takes the property subject only to the servitude *which [they] know[] or should know.*” (*Id.* at p. 740, italics added.) There, the appellants knew that the easement at issue had been enlarged, and they impliedly consented to that enlargement. (*Ibid.*) But here, Blanco points to no evidence that the Cargasacchis knew of or consented to the improvement of the road crossing over the 1968 easement. The 1990 memorandum shows the opposite: It requires Blanco to “release all other easements or other rights that lie outside [the 1990] easement, and . . . release and quitclaim all other rights and claims across” Cargasacchi lands.

Zissler v. Saville (2018) 29 Cal.App.5th 630 similarly does not aid Blanco. In *Zissler*, this court explained that “the parties to an express right-of-way easement presumptively contemplate ‘normal future development,’ ” meaning that “such an easement will generally not be restricted to its historic use.” (*Id.* at p. 641.) We cautioned, however, that “ “uncontemplated, abnormal uses[] [that] greatly increase the burden [on the easement] are not” ’ ” within the realm of “normal future development.” (*Ibid.*) What is paramount is the intent of the parties: i.e., an “easement may be

used to the extent that the use is reasonably necessary for the convenient enjoyment of the easement and *is consistent with the purpose for which the easement was granted.*” (*Id.* at pp. 645-646, italics added.)

Unlike *Zissler*, this case is about improving an easement, not increasing its use. The 1968 easement was granted for road purposes, to permit Lakeview Estates and Rancho Dos Mundos landholders ingress to and egress from their properties. But the documents defining the purpose of the easement do not suggest that landholders can materially improve the road crossing it to meet County standards, as Blanco seeks to do here. To the contrary, the documents expressly restrict landholders from “materially increas[ing] the burden or impos[ing] new or additional burdens [on] the easement.” And they impliedly exempt improvements of the road crossing the 1968 easement from the realm of “normal future development” by permitting the construction of a paved road across the 1990 easement. Such limitations distinguish the easement at issue in this case from the unrestricted easement at issue in *Zissler*.

Blanco argues that improving the road crossing over the 1968 easement will not increase the burden on the easement. But this argument ignores testimony that the improvements required by the County would require laying several inches of gravel on the road and the trial court’s finding that such improvements would be “significant.” And it ignores the fact that improving the road crossing over the 1968 easement would undermine the 1990 memorandum’s purpose of delineating future road development.

Blanco also complains that preventing him from improving the road crossing over the 1968 easement forces him to bear the

“onerous burden” of building the 1990 road himself, something not contemplated by the 1990 memorandum. We disagree that the 1990 memorandum forces Blanco alone to shoulder this burden. The memorandum does state that Lakeview Estates and Rancho Dos Mundos landowners “shall” form an assessment district to pay for the “costs of design, construction[,] and maintenance of the [1990] road.” But it puts no timeline on when the landowners must do so. And it contemplates that such a district may not be formed: “If such a funding mechanism is not established, then [the landowners] will make every effort to ensure that each of [them] will individually have [their] own homeowner’s policy extended to include the [1990] road easement and to name [the Cargasacchis] as additional insureds.”

Unconstitutional taking

Finally, Blanco contends the trial court’s decision to “phase out” the 1968 easement constitutes a taking without just compensation. Blanco did not raise this contention below, and we do not resolve it. (*People v. Harrison* (2013) 57 Cal.4th 1211, 1229 [constitutional arguments forfeited on appeal if not raised at trial].)

DISPOSITION

The judgment is affirmed. The Cargasacchis shall recover their costs on appeal.

NOT TO BE PUBLISHED.

BALTODANO, J.

We concur:

GILBERT, P. J.

CODY, J.

Timothy J. Staffel, Judge

Superior Court County of Santa Barbara

Garrett & Tully, Ryan C. Squire and Nicholas D. Lauber
for Plaintiff and Appellant.

Law Offices of E. Patrick Morris and E. Patrick Morris for
Defendants and Respondents.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT

DIVISION 6

HENRY BLANCO,
Plaintiff and Appellant,
v.
GIOVANNI CARGASACCHI et al.,
Defendants and Respondents.

B324397
Santa Barbara County Super. Ct. No. 17CV04672

COURT OF APPEAL - SECOND DIST.

FILED

Feb 01, 2024

EVA McCLINTOCK, Clerk

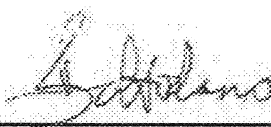
Yalitza Esparza Deputy Clerk

THE COURT:

Petition for rehearing is denied.



GILBERT, P.J.



BALTODANO, J.



CODY, J.

From: Martha New <marty.new@icloud.com>
Sent: Monday, February 12, 2024 4:27 PM
To: Mike Prater; Joan Hartmann; Bob Nelson; Natasha@sblafco.org;
law.wmdillon@gmail.com
Subject: Subject: To LAFCO Commissioners ; Santa Barbara BOSupervisors re: SRHCSD

Dear Commissioners,

I am asking you to please grant our District SOI and the MOA road so we may have safe access to our properties. I am an owner in Lakeview Estates. I have spoken at most of your meetings in regards to this issue and its impact on my and my neighbors ability to farm and develop our properties. I urge you to support us in gaining full access by having SOI and the MOA road. Your January agenda (item 6, d, 2) included consideration of a staff proposal to amend the Sphere of Influence of Study Area #1 for the Santa Rita Hills Community Services District to include the Memorandum of Agreement (MOA) Road easement area not currently within the boundaries of the agency.

Lakeview Estates is currently unserved by an all-weather road. This has impeded improvements to parcels inside the Santa Rita Hills Community Services District. The road is necessary to correct an overly optimistic 1960's plan to dam the Santa Ynez River located on the south edge of the district and connect to Santa Rita Road. That access is impossible for obvious reasons and the Lakeview Estates parcel owners have been using an old access road, for decades, which is inadequate to meet county standard to allow improvements inside the district.

Recently litigation concluded that establishes a new road access, pursuant to an existing 1990 Memorandum of Agreement between the district parcel owners and the Cargasacchi family (who own the land between the current terminus of Sweeney Road and the western district boundary). This new access road, meeting county standards, will allow access for fire and public safety officials as well as the parcel owners.

Expansion of the district's sphere of influence by LAFCO is consistent with your mandate to encourage the efficient provision of government services and encourage the orderly formation and development of local agencies based on local conditions and circumstances. See, Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, section 56300(a).

Planned, well ordered, efficient urban development of the existing 39 parcels at Lakeview Estates requires access to a public roadway that meets county standards. Expansion of the Shere of Influence for the Santa Rita CSD will allow the district to build and manage the needed new road.

Expansion of the district's sphere of influence will allow the district to construct and maintain a new all-weather access road from the current terminus of Sweeney Road to the western edge of the district's current boundary. It is needed to serve all 39 parcel owners in the district and approval is consistent with LAFCO's mandate. I urge you to approve the SOI expansion. I have been assured by my neighbors that they will serve on our Community Service board once this is granted so we may build and maintain our internal roads through the CSD. Please support us in this endeavor, we need your help.

Thank you for your attention to this very important matter. Please feel free to contact me if you have questions.

Marty New

cc: Mike Prater, Executive Officer
William Dillon, Legal Counsel