

VENTURA COUNTY
SUPERIOR AND MUNICIPAL COURTS
FILED

JUN 13 1997

SHEILA GONZALEZ, Superior and Municipal
Courts Executive Officer and Clerk
BY: _____, Deputy

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PROPERTY OWNERS ASSOCIATION

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF VENTURA

13 DOUGLAS M. WHITE,) No. CIV 164960
14)
Plaintiff,) STIPULATED JUDGMENT
15)
v.)
16)
RINCON POINT PROPERTY OWNERS)
ASSOCIATION, a corporation; and)
17 DOE 1 through DOE 200, inclusive,)
18)
Defendants.)
19 _____)

20 This Stipulated Judgment is entered into by Donald P.
21 White, Helen W. White, and Douglas M. White (hereinafter, the
22 "Whites") and by Rincon Point Property Owners' Association, a
23 California corporation (hereinafter, the "Association") with
24 reference to the following properties.

25 A. Lot 33 at Rincon Point, more specifically described
26 on Exhibit "A" attached hereto.

27 B. Lot 34 at Rincon Point, more specifically described
28 on Exhibit "B" attached hereto.

1 C. Lot 34 includes an easement over a portion of Lot 33,
2 as set forth on Exhibit "B" (hereinafter, the "Easement").

3 D. The Association and the Whites desire to define
4 certain rights and obligations with respect to the Easement.

5 Upon stipulation between the parties hereto and good
6 cause appearing therefor;

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

8 1. The Whites and the Association have the following
9 rights and obligations with respect to the Easement:

10 a. The Whites have the right to use the Easement for
11 road purposes for their home on Lot 34; the Association shall never
12 obstruct or impede such access.

13 b. The Whites have the right to use the Easement for
14 overflow parking with the understanding that such parking shall not
15 unreasonably impede the use of the Easement for pedestrian access
16 to Lot 33 or vehicular access in emergencies. In such event, the
17 Whites agree to move any vehicles parked on the easement upon
18 request of the Association. In the event the Association obtains
19 all applicable government and coastal permits to modify or develop
20 the remainder of Lot 33 to accommodate vehicles, the Whites agree
21 to not park on the easement without the permission of the
22 Association.

23 c. The Whites have the right to maintain the gates and
24 fencing on and across the Easement on the southerly, westerly and
25 northerly boundaries of the Easement, with the understanding that
26 the Whites shall maintain a pedestrian gate at the westerly end of
27 the Easement in its present condition and will modify the gates to
28 accommodate vehicular access if the Association develops the

1 remainder of Lot 33 as set forth above.

2 d. The Whites have the right to maintain existing
3 potted plants on the Easement provided that such potted plants do
4 not unreasonably impede the use of the Easement for pedestrian
5 access to Lot 33. If the Association requests that the Whites
6 remove or relocate such potted plants because they unreasonably
7 impede pedestrian access, the Whites will do so within two weeks of
8 receiving written notice by the Association.

9 2. In the event that the Whites fail to maintain or
10 modify the gates as described in Section 1c above, within two weeks
11 after written notice, the Association may make such repairs or
12 modifications as may be necessary.

13 3. The Whites agree to remove the existing decorative
14 iron gate near the east end of the Easement. The Whites and the
15 Association shall not otherwise erect or construct barricades
16 within, regrade, modify or change, the Easement in any way without
17 the written permission of the other parties.

18 4. Notwithstanding the provisions of the Stipulation,
19 nothing herein should be construed as consent to any such change of
20 use or future development of the remainder of Lot 33 and the Whites
21 specifically reserve any and all objections, rights, and
22 contentions they may have or acquire with respect to any objection
23 to any change of use, modification and development of the remainder
24 of Lot 33.

25 5. This Stipulated Judgment applies only to the specific
26 issues addressed herein with respect to the Easement and is without
27 prejudice to the parties other rights or claims with respect to the
28 balance of Lot 33; except the Whites agree to waive any and all

1 future claims of prescriptive rights to park or maintain potted
2 plants on an every day basis on the Easement.

3 6. This Stipulated Judgment shall apply to, and inure to
4 the benefit of the parties' respective successors and assigns.

5 DATED: 6/13/97
6

William J. Beck
JUDGE OF THE SUPERIOR COURT

7 So stipulated.

8 Dated: June 11, 1997
9

Douglas M. White
Douglas M. White

10
11 Dated: June 11, 1997
12

Helen W. White
Helen W. White

13 Dated: June 11, 1997
14

Donald P. White
Donald P. White

15
16 Dated: June 12, 1997
17

RINCON POINT PROPERTY OWNERS'
ASSOCIATION

18
19 By: A. Steven Halsted
President

20
21 By: Russell Peak
Secretary
22

23
24 I hereby certify that the annexed instrument
25 is a true and correct copy of the original on file
26 in my office. SHEILA GONZALEZ, Superior
Court Executive Officer and Clerk, County of
Ventura, State of California.

27 Dated: JUN 13 1997
28 By: Wilhelmina Copeland
Deputy Clerk

WILHELMINA COPELAND



PARCEL 6:

THAT PORTION OF "NOT A PART OF THIS SUBDIVISION" AS SHOWN ON THE MAP OF RINCON DEL MAR TRACT NO. 1, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, RECORDED IN BOOK 18 PAGE 19 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 9, TRACT NO. 2272, AS PER MAP RECORDED IN BOOK 62 PAGE 30 OF MAPS, THE SOUTHEASTERLY LINE OF SAID LOT 9 HAVING A BEARING OF NORTH 67° 24' 14" EAST, BUT FOR THE PURPOSE OF THIS DESCRIPTION, SAID SOUTHEASTERLY LINE TO HAVE A BEARING OF NORTH 67° 24' 00" EAST; THENCE, AT RIGHT ANGLES TO SAID SOUTHEASTERLY LINE, SOUTH 22° 36' 00" EAST 40 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH AND 40 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF LOT 9; THENCE, ALONG SAID PARALLEL LINE, SOUTH 67° 24' 00" WEST 140 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE SOUTHEASTERLY PROLONGATION OF THE 2ND COURSE RECITED AS "NORTH 22° 36' WEST 45.00 FEET" IN PARCEL 1, IN THE DEED TO PAUL STARR, ET UX., RECORDED JUNE 19, 1953 AS DOCUMENT NO. 14360 IN BOOK 1140 PAGE 224 OF OFFICIAL RECORDS, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, ALONG SAID SOUTHEASTERLY PROLONGATION,

1ST: NORTH 22° 36' WEST 15.90 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN PARCEL 1 IN THE DEED TO NANCY M. DUNN, RECORDED SEPTEMBER 23, 1960 AS DOCUMENT NO. 38813, IN BOOK 1912 PAGE 166 OF OFFICIAL RECORDS; THENCE, ALONG THE BOUNDARY OF SAID LAND BY THE FOLLOWING 2 COURSES,

2ND: SOUTH 67° 24' 116.95 FEET TO AN ANGLE POINT; THENCE,

3RD: NORTH 26° 28' 30" WEST 70.16 FEET TO A 3/4-INCH IRON PIPE SET AT THE SOUTHWESTERLY CORNER OF PARCEL 2 OF THE LAND DESCRIBED IN THE DEED TO MARGARET MC ANDREW, RECORDED JULY 30, 1946, AS DOCUMENT NO. 17846, IN BOOK 756 PAGE 197 OF OFFICIAL RECORDS; THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID LAND,

4TH: NORTH 20° 18' 30" WEST 52.33 FEET TO A 3/4-INCH IRON PIPE SET IN THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND DESIGNATED AS "NOT A PART OF THIS SUBDIVISION"; THENCE, ALONG THE BOUNDARY THEREOF BY THE FOLLOWING 3 COURSES,

5TH: SOUTH 17° 23' 20" WEST 64.61 FEET TO AN ANGLE POINT; THENCE,

6TH: SOUTH 15° 07' 10" EAST 224.26 FEET TO AN ANGLE POINT; THENCE,

7TH: NORTH 67° 20' EAST 135 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN PARCEL 1 IN THE DEED TO HERBERT S. HAZELTINE, JR., AND WIFE, RECORDED OCTOBER 16, 1963 AS DOCUMENT NO. 60881, IN BOOK 2410 PAGE 153 OF OFFICIAL RECORDS; THENCE, ALONG THE BOUNDARY OF SAID LAND BY THE FOLLOWING 2 COURSES,

8TH: NORTH 22° 36' WEST 149.46 FEET TO AN ANGLE POINT; THENCE,

9TH: NORTH 67° 24' EAST 60 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING WITHIN SANTA BARBARA COUNTY.

EXHIBIT A

Parcel 1:

A part of that certain portion of Rancho El Rincon, in the county of Ventura, state of California, designated "Not a part of this Subdivision" upon that certain map entitled "Rincon Del Mar Tract 1, etc." recorded in book 18 page 19 of Maps, in the office of the county recorder of said county, described as follows:

Beginning at a point in the southerly side line of a private road 40 feet wide, hereinafter called "West Puesta Del Sol" at the northwesterly corner of that certain parcel of land conveyed to Herbert S. Hazeltine, Jr., and Frances Sue Hazeltine, recorded in book 1685 page 262 of Official Records, in the office of the county recorder of said Ventura County; thence from said point of beginning,

1st: South 22° 36' East 151.85 feet along the westerly line of said land of Herbert S. Hazeltine, Jr. et ux., to the southwesterly corner thereof; thence

2nd: South 69° 41' West 60.04 feet; thence,

3rd: North 22° 36' West 149.46 feet along a line parallel with said westerly line to a point in the westerly prolongation of the southerly side line of said "West Puesta Del Sol"; thence along said prolongation,

4th: North 67° 24' East 60.00 feet to the point of beginning.

Except any portion of said land lying below the mean high tide line of the Pacific Ocean.

Also with an easement for road purposes 15 feet wide lying adjacent to and immediately northwesterly of the 4th course and distance as hereinabove described.

Reserving an easement in over and across a strip of land 5 feet in equal width adjacent to and bounded by the northwesterly boundary line of said Parcel I, together with the right of ingress and egress for the purpose of erecting, installing, maintaining and replacing light, power and telephone poles (including such additional aerial space for overhead wires and cross arms as may be necessary) water and gas mains, and other public utilities.

Property commonly known as:
8128 Puesta Del Sol
Carpinteria, California

EXHIBIT B