

RECORDING REQUESTED BY)
 AND WHEN RECORDED MAIL TO:)
)
 City of Santa Barbara)
 Office of the City Administrator)
 P.O. Box 1990)
 Santa Barbara, CA 93102-1990)
)
)
)
)

No Documentary Transfer Tax per R&T Code § 11922
 No Recording Fee per Government Code §27383
 No Recording Fee per Government Code §27388.1

Space above line for Recorder's Use

**RESTATED NON-VACATED DE LA GUERRA STREET
 EASEMENT AGREEMENT**

The City of Santa Barbara, California, a municipal corporation ("Grantor") and PNSB Real Estate, LLC, a California limited liability company ("Grantee") agree as follows:

BACKGROUND

1. Grantor, separately as the City of Santa Barbara and as successor in interest to the Redevelopment Agency of the City of Santa Barbara, and Grantee, as successor in interest to Carter Hawley Hale Stores, Inc. and Santa Barbara Associates, are parties to the Non-vacated De La Guerra Street Easement Agreement, dated February 24, 1989 and recorded as document number 89-012334 in the Official Records of the County of Santa Barbara, and to the First Amendment to the Non-vacated De La Guerra Street Easement Agreement, dated October 10, 1989 and recorded as document number 90-045756 in the Official Records of the County of Santa Barbara ("Original Easement Agreement"). The Original Easement Agreement restricted the use of the non-vacated portion of De La Guerra Street to pedestrian and service vehicle use only and granted easements over the property described in Exhibit A.

2. The Original Easement Agreement has been terminated by operation of its Article XVI, which states in part, "This Easement shall terminate upon the earlier of (a) the date of termination of the REA," and the REA referenced in the Original Easement Agreement has been terminated by operation of the Termination Agreement Paseo Nuevo Construction, Operation, and Reciprocal Easement Agreement executed concurrently herewith by the City (as successor-in-interest to the Redevelopment Agency of the City of Santa Barbara), Paseo Propco LLC, a Delaware limited liability company (as successor-in-interest to Santa Barbara Associates and Carter Hawley Hale Stores, Inc.) and DSP Santa Barbara Sub, LLC, a Delaware limited liability company (as successor-in-interest to Nordstrom, Inc.).

3. Concurrently with the execution of this Restated Non-vacated De La Guerra Street Easement Agreement ("this Easement Agreement"), Grantor and Grantee are entering into a Development and Disposition Agreement ("DDA") pursuant to which Grantee is acquiring fee simple title to property described in Exhibit B ("Grantee's

Parcel”).

4. Grantee’s predecessors in interest have made improvements and installed facilities under the Original Easement Agreement that Grantee desires to continue to operate and maintain for the benefit of Grantee’s uses under the DDA.

5. Grantee further desires to operate and maintain the easement area under similar terms and conditions of the Original Easement Agreement for the benefit of ongoing commercial operations on Grantee’s Parcel and adjacent property containing commercial and office uses over which Grantee will hold a long-term leasehold interest described in Exhibit C (“Otts/Parma Parcel”).

EASEMENTS AND COVENANTS

In furtherance of the DDA, Grantor and Grantee agree as follows:

A. Easement Area -- The area is described in Exhibit A.

B. Easements Granted -- Grantor grants to Grantee, for Grantee’s benefit, for the benefit of the occupants and permittees of Grantee’s Parcel and for the benefit of Grantee’s Parcel, the following easements:

1. A nonexclusive easement on, over, and across the Easement Area for pedestrian ingress and egress to and from (i) Grantee’s Parcel; (ii) the Otts/Parma Parcel (for such time as Grantee retains a fee or leasehold interest in the Otts/Parma Parcel and (iii) adjoining public right-of-way, subject to reasonable rules and regulations Grantee may promulgate provided that such rules and regulations do not unreasonably preclude pedestrian access from public right-of-way to property not owned by Grantee that abuts the Easement Area.

2. A nonexclusive easement on, over, and across the Easement Area for service, delivery, and maintenance vehicles (collectively “service vehicles”) ingress and egress to and from (i) Grantee’s Parcel; (ii) the Otts/Parma Parcel (for such time as Grantee retains a fee or leasehold interest in the Otts/Parma Parcel and (iii) adjoining public right-of-way, subject to reasonable rules and regulations Grantee may promulgate provided that such rules and regulations do not unreasonably preclude service vehicles access during non-business hours from public right-of-way to property not owned by Grantee that abuts the Easement Area. Grantee shall have the right to designate from time to time the portions of the Easement Area on which service vehicles may travel.

3. A nonexclusive easement for the parking of service vehicles within the portion of the Easement Area shown on Exhibit D, subject to reasonable rules and regulations Grantee may promulgate regarding the time of day and duration that parking is permitted.

4. A nonexclusive easement in, to, over, through, under, and across the Easement Area for the installation, operation, maintenance, repair, replacement, or relocation of pipes, conduit, wires, cables, and other facilities for water, sewer,

electricity, gas, telecommunication, or internet service (collectively “utility service facilities”) for the benefit of Grantee’s Parcel and adjacent properties, including all utility services facilities installed under the Original Easement Agreement. Work for the installation of new, or replacement or relocation of existing utility service facilities will be performed only after 30 days’ written notice to the Grantor’s Public Works Director, in a manner that causes the least practical interference with access to and from property not owned by Grantee that abuts the Easement Area, and at no cost to the Grantor.

5. An exclusive easement for the maintenance, and replacement of landscaping installed within the Easement Area under the Original Easement Agreement. Any changes to the location of the landscaping within the Easement Area shall be approved by the Grantor’s Public Works Director.

6. An exclusive easement for the construction, installation, maintenance, repair, restoration and replacement of surface improvements installed within the Easement Area under the Original Easement Agreement which improvements include, but are not limited to, hardscape, benches and lighting. Grantee’s maintenance rights including the paving and repairing or surfacing and resurfacing of the Easement Area when necessary, with the type of material originally installed therein, or such substitute therefore as shall in all respects be equal thereto in quality, appearance and durability. Grantee shall have the right to close portions of the Easement Area to use by the public from time to time for purses of such maintenance and repair. All changes to existing improvements or new improvements shall be approved by the Grantor in accordance with adopted City standards.

7. An exclusive easement to prohibit or authorize use of the Easement Area for special events, outdoor vending, or similar temporary activities consistent with and complimentary to the uses of the Grantee’s Parcel authorized by the DDA and subject to the reasonable rules and regulations stated in Exhibit E. Grantee may amend the rules and regulations from time to time subject to approval by the Grantee’s City Administrator, which shall not be unreasonably withheld, conditioned, or delayed. The Easement Area is not considered a street or sidewalk for purposes of Chapters 9.48, 9.49, 9.95, or 15.17 of the Santa Barbara Municipal Code and use of the Easement Area will be subject to the provisions of this paragraph.

C. Grantee Covenants – With respect to exercise of the easement rights granted, Grantee agrees as follows:

1. Grantee will operate and maintain the Easement Area in a clean, safe, and good quality condition.

2. Grantee will defend, indemnify, and hold harmless, Grantor and Grantor’s officers, employees, and agents, from and against all liability, loss, damage, cost, or expense (including attorneys’ fees and court costs) arising from Grantee’s exercise of any right under this Easement Agreement or Grantee’s negligent operation or maintenance of the Easement Area.

3. Grantee will not discriminate or permit discrimination against any person or class of persons by reason of race, religious creed, color, national origin,

ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy and childbirth, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status (as those terms are defined by the California Fair Employment and Housing Act— Government Code Sections 12900 - 12996), or based on political affiliation, except where such discrimination is related to bona fide occupational qualification or as otherwise provided in Sections 12900 - 12996 of the California Government Code in Grantee's exercise of any right under this Easement Agreement.

4. Grantor retains rights with respect to the Easement Area as provided in City Council Resolution No. 88-149, adopted November 22, 1988, a copy of which is on file with the City Clerk of the City of Santa Barbara. Grantee will not place or permit others to place any title encumbrance affecting the rights retained by Grantor Resolution No. 88-149.

D. Term and Termination.

1. The terms and provisions of this Easement Agreement shall take effect upon the recordation hereof in the Official Records of the County Recorder of the County of Santa Barbara, California.

2. Grantor may terminate this Easement Agreement upon 90 days' written notice to Grantee if Grantee's Parcel ceases to be used for the purposes contemplated by the DDA or upon Grantee's failure to cure any default of any of Grantee's covenants within 90 days after Grantee's receipt of written notice by Grantor of the default; provided, however, that if such default is of a nature that cannot reasonably be cured within such 90-day period, Grantee shall not be deemed in default hereunder so long as Grantee commences to cure such default within such 90-day period and thereafter diligently prosecutes such cure to completion.

3. Grantee may terminate this Easement Agreement upon 90 days' written notice of termination to Grantor.

4. Easements for any utility service facilities that serve property in addition to Grantee's Parcel will be reserved from and survive any termination of this Easement Agreement. Grantor and Grantee will execute all documents necessary or convenient to preserve such reserved easements.

E. Notices.

Formal notices, demands, and communications between Grantor and Grantee shall be sufficiently given if, and shall not be deemed given unless, delivered personally (deemed effective upon receipt or refusal), or dispatched by certified mail, return receipt requested (deemed delivered three days after confirmed deposit in the U.S. mail), or by electronic mail transmission (deemed delivered upon confirmed transmission) with the original to follow by reputable overnight delivery service with a receipt showing date of delivery, to the principal offices of the Grantor and Grantee as follows:

To Grantor:

Mailing Address:

City of Santa Barbara
Post Office Box 1990
Santa Barbara, CA 93102-1990
Attn: City Administrator

Personal delivery at City Administrator's Office, 735 Anacapa Street, Santa Barbara, CA

With a copy to:

Mailing Address:

City Attorney
Post Office Box 1990
Santa Barbara, CA 93102-1990

Personal delivery at City Attorney's Office, 740 State Street, Suite 201.
Santa Barbara, CA

To Grantee:

PNSB Real Estate, LLC
430 S Fairview Ave
Santa Barbara, CA 93117
Attention: Arnold Brier
Telephone: (805) 699-2040 x11074
Email: arnold.brier@yardi.com

With a copy to:

Fauver, Large, Archbald & Spray LLP
820 State Street., Fourth Floor
Santa Barbara, CA 93101
Attention: Olivia K. Marr
Telephone: (805) 966 7199
Email: Omarr@FLASllp.com

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section E.

F. Miscellaneous.

1. Amendment. Grantor and Grantee agree that the provisions of this Easement Agreement may be modified or amended, in whole or in part, only in writing by both parties. Any amendment shall be by declaration in writing, executed and acknowledged by all parties, and duly recorded in the Office of the County Recorder of Santa Barbara County.

2. Estoppel Certificate. Grantor and Grantee hereby covenant that upon written request of the other, it will issue to such requesting party or any other person specified by such requesting party, an estoppel certificate stating to the best of its knowledge (a) whether the party or signatory to whom the request has been directed knows of any default under the Easement Agreement, and if there are known defaults, specifying the nature thereof; (b) whether the Easement Agreement has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); and (c) that the Easement Agreement as of that date is in full force and effect.

3. Governing Laws. This Easement Agreement shall be construed in accordance with the laws of the State of California.

4. Severability. If any term, provision or condition contained in this Easement Agreement shall, to any extent, be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be severed from this Easement Agreement and the remaining provisions shall not be affected or impaired.

5. Successors. This Easement Agreement shall, except as otherwise provided herein, run with the land and be binding upon and insure to the benefit of the successor and assigns of the Grantor and Grantee.

6. Counterparts. This Easement Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

This Easement Agreement has been executed by the parties as of the day and year written below and shall be effective upon recording in the Official Records of Santa Barbara County, California.

[Remainder of page intentionally left blank; signature page(s) follow]

GRANTOR:

Date: _____

NOTE: This instrument will be recorded. Grantor's signature(s) must be acknowledged by a Notary Public. Inform the Notary that the acknowledgement is for an instrument to be recorded. (California Civil Code 1169, et seq.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



GRANTEE:

PNSB REAL ESTATE, LLC

By: _____

Name: Arnold Brier

Its: Manager

Date: _____

Exhibit A

Easement Area – Legal Description

That portion of De La Guerra Street lying between Blocks 175 and 193, in the City of Santa Barbara, County of Santa Barbara, State of California, described as follows:

Beginning at the most easterly corner of Block 175;

Thence southwesterly along the northwesterly line of the De La Guerra Street S. $41^{\circ}29'45''$ W. a distance of 200.00 feet to a point in a line parallel to and distant southwesterly 200.00 feet, measured at right angles, from the southwesterly line of State Street;

Thence southeasterly along said parallel line S. $48^{\circ}30'00''$ E. a distance of 31.54 feet;

Thence N. $41^{\circ}30'00''$ E. a distance of 23.39 feet;

Thence S. $48^{\circ}30'00''$ E. a distance of 28.46 feet to a point in the southeasterly line of De La Guerra Street;

Thence northeasterly along said southeasterly line N. $41^{\circ}29'45''$ E., 176.61 feet to a point in the southwesterly line of State Street;

Thence northwesterly along said southwesterly line N. $48^{\circ}30'00''$ W., 60.00 feet to the point of beginning.

Containing 0.260 acres, more or less.

Exhibit B

Parcels 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, and 14 of Parcel Map No. 20,504 in the City of Santa Barbara, County of Santa Barbara, State of California, as per map recorded in Book 42, Pages 86 through 98, inclusive of Parcel Maps, in the office of the County Recorder of said County, as amended by Certificate of Correction recorded April 2, 1991 as Instrument No. 91-018958 of Official Records.

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

Exhibit C

Part I:

All that real property in the City of Santa Barbara, County of Santa Barbara, State of California being Parcels No. Five (5), and Six (6) in Block One Hundred Ninety-Three (193) of said City, as shown on the map accompanying the Commissioner's Report filed in the Office of the Clerk of the Superior Court of the State of California, in and for the County of Santa Barbara, in the action for partition entitled Maria Andonaegui Thompson vs. Frank Andonaegui and Hortensia Andonaegui Garcia, said Parcel No. 5 being described as follows:

Beginning at a point on the Southwesterly line of State Street, said point being distant Northwesterly 216.83 feet from the most Easterly corner of said Block 193; thence along said Southwesterly line of State Street Northwesterly 50.28 feet to a point at an iron stake $\frac{3}{4}$ inches in diameter; thence at a right angle Southwesterly 225 feet to an iron stake $\frac{3}{4}$ inches in-diameter; thence at a right angle Southeasterly 53.39 feet to an iron stake $\frac{3}{4}$ inches in diameter; thence deflecting $90^{\circ}15'$ to the left in a Northeasterly direction 225.02 feet to the place of beginning.

Said Parcel Six being described as follows:

Commencing at an iron stake $\frac{3}{4}$ inches in diameter on the Northeasterly line of Chapala Street, said stake being distant 210.3 feet in the Northwesterly direction from the South corner of City Block 193; thence along said Northeasterly line of Chapala Street, Northwesterly 41.35 feet to an iron stake $\frac{3}{4}$ inches in diameter; thence deflecting $89^{\circ}33'$ to the right, Northeasterly 225 feet to an iron stake $\frac{3}{4}$ inches in diameter; thence deflecting $90^{\circ}27'$ to the right, Southeasterly 39.72 feet to an iron stake $\frac{3}{4}$ inches in diameter; thence deflecting $89^{\circ}10'$ to the right, Southwesterly 225.02 feet to the place of beginning.

EXCEPTING therefrom that portion of City Block 193, in the City of Santa Barbara, County of Santa Barbara, State of California, being a portion of the land shown on the map recorded in Book 12, Page 119 of Maps, in the Office of the County Recorder of said County, more particularly described as follows:

Commencing at the most Northerly corner of the land shown on said map, thence South $41^{\circ}28'20''$ West, 120.58 feet along the Northwesterly line of the land shown on said map, being also the Southeasterly line of the land described in the deed recorded as Instrument No. 78-29955 of Official Records, in the Office of the County Recorder of said County, to the True Point of Beginning; thence 1st, South $48^{\circ}11'08''$ East, 51.98 feet to the Southeasterly line of the land shown on said map; thence 2nd, South $40^{\circ}40'45''$ West, 104.31 feet along said last mentioned Southeasterly line to an angle point in said line; thence 3rd, South $40^{\circ}38'28''$ West, 215.19 feet continuing along said last mentioned Southeasterly line to the most Southerly corner of the land shown on said map; thence 4th, North $48^{\circ}30'40''$ West, 41.31 feet along the Southwesterly line of the land shown on said map, to the Southeasterly line of said deed; thence 5th, North $41^{\circ}03'25''$ East 215.18 feet along said last mentioned Southeasterly line to an angle point in said line; thence 6th, North $48^{\circ}30'20''$ West, 13.68 feet, continuing along said last mentioned Southeasterly line to an angle point in said line; thence 7th, North $41^{\circ}28'20''$ East, 104.59 feet, continuing along said last mentioned Southeasterly line to the True Point of Beginning.

Part II

All those portions of City Block 193 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map thereof, described as follows:

PARCEL ONE:

Beginning at a point on the Southeasterly line of De la Guerra Street, distant thereon 163.45 feet Southwesterly from the most Northerly corner of said block; thence Southwesterly along the Southeasterly line of said De la Guerra Street, 277.00 feet, more or less, to the intersection of said street line with the Northeasterly line of Chapala Street as said last mentioned street line existed on July 1, 1963: thence Southeasterly along the Northeasterly line of said Chapala Street hereinabove referred to, 199.35 feet, more or less, to a point on the Northwesterly line of "Parcel No. 6" so described in the Deed to Parma Company, a corporation recorded March 20, 1920 in Book 181, Page 101 of Deeds, records of said County; thence Northeasterly, along the Northwesterly line of said "Parcel No. 6" of said Parma Company tract of land, 215 feet, more or less, to the most Northerly corner of said "Parcel No. 6," and a point on the Southwesterly line of "Parcel No. 5" in said Deed to Parma Company hereinabove referred to; thence along the Southwesterly and Northwesterly lines of said "Parcel No. 5" of said Parma Company tract of land, the following courses and distances; Northwesterly, 13.67 feet to the most Westerly corner thereof: and Northeasterly, at right angles, 225 feet to the most Northerly corner thereof and a point on the Southwesterly line of State Street; thence Northwesterly, along the Southwesterly line of said State Street, 81.05 feet, more or less, to the most Easterly corner of the tract of land described in the Deed to David C. Williams, recorded January 3, 1906 in Book 113, Page 130 of Deeds, records of said County; thence along the Southeasterly and Southwesterly lines of said Williams tract of land the following courses and distances: Southwesterly, 152.02 feet to the most Southerly corner thereof; and Northwesterly, 102.81 feet to the point of beginning.

EXCEPTING therefrom that portion of City Block 193, in the City of Santa Barbara, County of Santa Barbara, State of California, being a portion of the land described in a deed recorded as Instrument No. 78-29955 of Official Records, in the Office of the County Recorder of said County, more particularly described as follows:

Commencing at the Northerly corner of said City Block 193; thence South $41^{\circ}29'45''$ West, 264.61 feet along the Northwesterly line of said City Block 193, to the True Point of Beginning; thence 1st, South $48^{\circ}44'27''$ East, 183.10 feet; thence 2nd, North $41^{\circ}28'20''$ East, 38.66 feet to an angle point in the Southeasterly line of the land described in said deed; thence 3rd, South $48^{\circ}30'20''$ East, 13.68 feet along said last mentioned Southeasterly line to an angle point in said line; thence 4th, South $41^{\circ}03'25''$ West, 215.18 feet along said last mentioned Southeasterly line to the most Southerly corner of the land described in said deed, being also the Southwesterly line of said City Block 193; thence 5th, North $48^{\circ}30'40''$ West, 198.41 feet along said Southwesterly line to the said Northwesterly line; thence 6th, North $41^{\circ}29'45''$ East, 175.78 feet along said Northwesterly line to the True Point of Beginning.

EXCEPTING therefrom that portion of City Block 193, in the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map thereof, more particularly described as follows:

Commencing at the Northerly corner of said Block 193; thence, Southeasterly along the Northeasterly line of said Block 193, South 48°30'00" East a distance of 182.98 feet; thence South 41°28'20" West, a distance of 120.58 feet to the True Point of Beginning, thence North 48°11'08" West a distance of 30.59 feet; thence, South 41°30'00" West a distance of 103.80 feet; thence North 48°30'00" West a distance of 30.13 feet; thence, South 41°30'00" West a distance of 33.97 feet; thence, South 86°30'00" West a distance of 8.40 feet; thence, South 41°30'00" East a distance of 66.73 feet; thence, North 41°28'20" East a distance of 143.26 feet to the Point of Beginning.

PARCEL TWO:

The perpetual right of way for all the uses and purposes of a private alley, in, over, along and upon a strip of land 11.45 feet in width lying Southwesterly of, adjacent to and parallel with measured at right angles to, the following described line:

Beginning at a point on the Southeasterly line of De la Guerra street, distant thereon 152.00 feet Southwesterly from the most Northerly corner of said Block; thence at right angles and parallel with the Southwesterly line of State Street, Southeasterly, 101 feet, more or less, to the most Southerly corner of the tract of land described in the Deed to David C. Williams hereinabove referred to in Parcel One, and the end of said easement line.

EXCEPTING therefrom that portion lying within the lines of Parcel One hereinabove described.

EXHIBIT "D"

STATE STREET

LOADING ZONE
PARKING SPACES

DE LA GUERRA STREET

PROPERTY

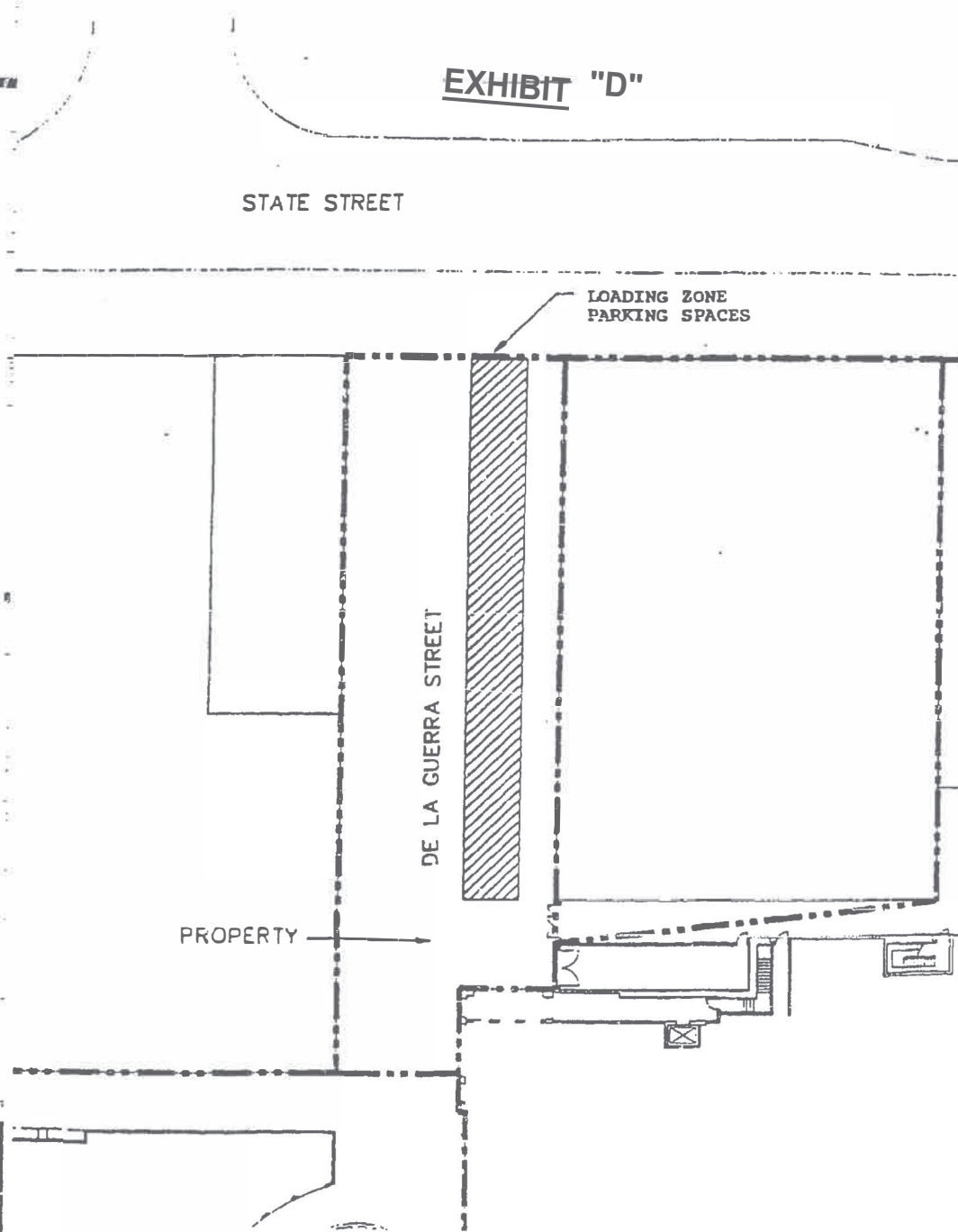


Exhibit E

NONVACATED DE LA GUERRA EASEMENT AREA RULES AND REGULATIONS

1. Grantee will maintain the surface of the Easement Area level, smooth and evenly covered with the type of surfacing material originally installed thereon, or such substitute as will in all material respects be equal thereto in quality, appearance and durability.
2. Grantee will remove all papers, debris, filth and refuse from the Easement Area, and wash or thoroughly sweep the paved areas as required.
3. Grantee will cause trash and rubbish containers located on the Easement Area to be emptied regularly and washed at intervals sufficient to maintain the same in a clean condition.
4. All landscaping will be properly maintained by Grantee, including removal of dead plants, weeds and foreign matter and such replanting and replacement as the occasion may require.
5. All hard-surfaced markings and curbs will be inspected by Grantee at regular intervals and promptly repainted as the same will become unsightly or indistinct from wear and tear, or other cause.
6. All exposed utility facilities servicing the Easement Area including, but not by way of limitation, hose bibbs, sprinklers, and above-ground water lines, will be inspected by Grantee at regular intervals and promptly repaired or replaced as may be required for proper functioning and safety.
7. All amenities, benches, and institutional, directional, traffic and other signs will be inspected by Grantee at regular intervals, maintained in a clean and attractive condition and promptly repaired or replaced upon discovery of any defects or irregularities thereto.
8. All lamps installed by Grantee on the Easement Area will be inspected at regular intervals and all lamps will be promptly replaced as required for proper functioning and safety.
9. Grantee will cause the Easement Area to be illuminated during the same hours as an commercial use of Grantee's parcel is open for business.
10. City will cause the local police department to patrol the Easement Area at regular intervals in the same manner as adjacent public streets and sidewalks.
11. Bicycle parking will be restricted to areas within the Easement Area specifically designated therefor.
12. No use will be made of the Easement Area or any portion or portions thereof which would (a) violated any law, ordinance or regulation; (b) constitute a nuisance; (c) constitute an extra-hazardous use; or (d) violate, suspend or void any policy or

policies of insurance covering the Easement Area.

13. Grantor and Grantee will use reasonable efforts to limit use of the Easement Area loading and unloading zone to the hours after 10: p.m. and before 9:00 a.m. of the following day. Service and delivery vehicle parking will be limited to the Loading Zone Parking Spaces, and no other parking of vehicles on the Easement Area will be permitted. No parking in the Loading Zone Parking Spaces will be permitted during the hours when commercial uses on Grantor's Parcel are open for business to the general public except by special permit issued by the Grantee. Grantee may enforce parking restrictions under the procedures authorized under the California Vehicle Code for towing of vehicles from private property.
14. Grantee will not permit storage or replacement of goods, containers, merchandise or other items in or near the Loading Zone Parking Spaces.
15. The operation of bicycles, skateboards, and other transportation devices that are prohibited for use on City sidewalks under the Santa Barbara Municipal Code are prohibited within the Easement Area. Grantee will post signs advising of the applicable restrictions.
16. Grantee will not allow the following in or on any part of the Easement Area:
 - (a) Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind.
 - (b) Use any sound-making device of any kind or create or produce in any manner noise or sound that violates the provisions of the Santa Barbara Municipal Code or creates a nuisance.
 - (c) Deface, damage or demolish any sign, light standard or fixture, landscaping material or other improvement within the Easement Area.