

LEASE AGREEMENT: SBC Northern Jail

PARTIES

Lessor	Lessee
County of Santa Barbara	SBC Northern Jail Renewable Energy, LLC
260 N San Antonia Rd.	430 N. College Ave., Suite 440
Santa Barbara, CA 93110	Fort Collins, Colorado 80524
Attention: Brandon Kaysen	Attention: Nicholas Perugini

PREMISES

That certain real property located in the County of Santa Barbara known as County Assessor Parcel Number 113-210-024 (the "Site"), which is shown on the Site Plan attached hereto as Schedule A.

DEMISE

In consideration of the mutual covenants contained herein, Lessor does hereby lease, let, and demise to Lessee, and Lessee hereby leases from Lessor, the Site upon the terms and conditions set forth herein and in the Conditions of Lease and Schedules attached hereto (collectively, the "Lease"). Lessor also grants to Lessee its invitees, employees, agents, and licensees all easements, rights, and privileges appurtenant to the Site, including the non-exclusive right to use means of ingress and egress to the Site, and other portions of the Site as reflected in the Site Plan during the term of this Lease. In addition, Lessor acknowledges that the right to use for the Lease Term includes the following: (a) any access areas to the electrical facilities including underground and above ground wires; and (b) that property attached to the Site to access the interconnection electric facilities, and any other access areas needed to interconnect.

LEASE TERM

This Lease is entered into in conjunction with the Solar Services Agreement between Lessor and Lessee. The term of this Lease shall commence as of the last date signed by a Party below (the "Commencement Date") and shall continue thereafter for twenty (20) years from the first day of the month following the month in which the Commercial Operation Date (as defined in the SSA) occurs, plus 180 days for removal at expiration of Lease Term, unless terminated sooner or extended as provided herein (the "Initial Lease Term"). The term of this Lease may be extended by written mutual agreement by up to four (4) additional terms of five (5) years each and or the term of this Lease shall automatically extend in the event the SSA is extended pursuant to Section 6.1(a) thereof, and such extension shall be for a period of time equal to the extension of the SSA (in either case, the "Extended Lease Term"). The Initial Lease Term together with any Extended Lease Term are referred to herein as the "Lease Term." In the event that the SSA is terminated or expires, this Lease shall automatically terminate.

RENT

The annual rent during the Lease Term shall be One Dollar (**\$1.00**) plus all sales tax, if any, due thereon (the "Rent"). Rent shall begin to accrue on the Commencement Date (the "Rent Commencement Date").

RECORDABLE FORM OF LEASE

Upon the request of either Lessor or Lessee, the parties shall execute, acknowledge, and deliver a memorandum of this Lease, in a form reasonably acceptable to each party, which the requesting party, at its sole expense, shall record in the public office in which required to put third parties on notice of the existence of this Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Lease as of the last date signed by a Party below.

LESSEE:

By: SBC Northern Jail Renewable Energy, LLC

Name: Nicholas Perugini

Title: Managing Member

Signed by:

Signature: _____
Date: 8/15/2025 2:06 PM PDT

ATTEST:

MONA MIYASATO

COUNTY EXECUTIVE OFFICER

CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

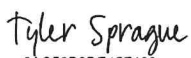
By: 
Deputy Clerk

By: 
Laura Capps, Chair
Board of Supervisors
Date: 8-26-25

APPROVED AS TO FORM:

RACHEL VAN MULLEM

COUNTY COUNSEL

Signed by:

By: _____
Deputy County Counsel

CONDITIONS OF LEASE

ARTICLE 1

RENT

1.1. Rent. Rent shall be due and payable on or before January 31st of each year during the Lease Term, beginning with the first payment due on the Rent Commencement Date.

1.2. Lease Contingency. This Lease is expressly contingent upon Lessee, in its sole discretion, obtaining all licenses, permits, easements, and approvals necessary to operate Lessee's operations in accordance with the SSA and Paragraph 3.1 (collectively, the "Approvals"). If Lessee is unable to secure all Approvals from applicable governmental authorities after diligent pursuit, then Lessee shall have the option to terminate this Lease upon written notice to Lessor.

ARTICLE 2

TAXES, UTILITIES, AND INSURANCE

2.1. Property Taxes and Assessments Against Lessee's Property. Lessee shall pay, as the same become due and payable, all personal taxes, assessments, and charges of any kind whatsoever accruing against Lessee's Property (defined hereinafter) located at each Site after the Commencement Date and during the Lease Term thereafter that may at any time be lawfully assessed or levied against Lessee's Property located at each Site, unless the same are being contested in good faith by Lessee.

2.2. Utilities. Except as may otherwise be provided in the SSA, Lessee shall pay or cause to be paid all charges for water, sewer, gas, electricity, light, heat, power, telephone, and other utility services used by Lessee at the Site, other than incidental usage, accruing upon Commencement Date of the Lease and during the Lease Term thereafter.

2.3. Insurance. At all times during the Lease Term, Lessee shall, at its own expense, maintain and provide general liability insurance in such amounts as required by the SSA. Lessee shall provide copies of certificates evidencing the existence and amounts thereof in accordance with the terms of the SSA.

ARTICLE 3

USE AND QUIET ENJOYMENT

3.1. Use.

(a) Lessee may use the Site only for the installation, ownership, operation, maintenance, replacement, removal, monitoring, observation, and demonstration of certain renewable energy and ancillary equipment as described in the SSA (the "System"), and activities necessary or related thereto. In addition, if requested by Lessee and agreed to by Lessor in advance, Lessee is authorized to provide limited access to the System for educational and public relations purposes.

(b) Lessee shall be entitled to the use of portions of the Site as may reasonably be necessary or required by Lessee for the temporary storage, laydown, and staging of tools, materials, and equipment, the parking of construction crew vehicles and temporary construction trailers and facilities, and rigging reasonably necessary during the furnishing, installation, testing, commissioning and, if necessary during any period of repair or deconstruction, disassembly, decommissioning, and removal of the System. Lessor and Lessee shall mutually agree upon a suitable temporary storage location on the Site.

(c) Lessee shall be entitled to use the Site to exercise its rights and meet its obligations under the SSA, including interconnection with the Utility (as defined in the SSA).

3.2. Condition of Site, Compliance with Law. Lessor shall, at its own expense, deliver the Site to Lessee in full and complete compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any lawful direction of any public officer. Lessor shall deliver the Site in a neat and clean condition free of any contamination. Lessee agrees, at its own expense, to comply with all laws, orders, and regulations of federal, state, and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Lessee with respect to Lessee's specific use of the Site. Each party shall, at its own expense, obtain all required licenses or permits necessary for the compliance with the terms of this Paragraph.

3.3. Quiet Enjoyment; Encumbrances. Lessee shall, at all times during this Lease, peaceably and quietly enjoy the Site without any disturbance from Lessor or from any other person claiming through Lessor. If any recorded or unrecorded lien, encumbrance, covenant, condition, reservation, restriction, easement, lease, sublease, occupancy, tenancy, mineral right, option, right of first refusal, or other matter (each, an "Encumbrance") is found or claimed to exist against any Site or any portion thereof (regardless whether such Encumbrance existed as of the date hereof or was created thereafter), and Lessee determines that such Encumbrance might delay, interfere with, or impair the operation of a System (as defined in the SSA) in accordance with the terms of the SSA, the exercise of any of Lessee's other rights under this Lease or the financing of any project, then Lessee shall be entitled to obtain a subordination, non-disturbance agreement, consent, or other agreement (in a form and containing provisions reasonably requested by Lessee) from the holder of such Encumbrance. Lessor shall fully and promptly cooperate with Lessee's efforts to obtain the same at no cost to Lessee.

3.4. Assignment and Sublet. Any assignment of this Lease shall be made in accordance with the assignment provisions set forth in the SSA (Section 24.6), which are incorporated by reference herein (with the Lessor being the "Purchaser" and the Lessee being the "Seller").

ARTICLE 4 CONDITION OF PREMISES, IMPROVEMENTS

4.1. Repair and Maintenance of Site.

(a) Lessee shall, at its own expense, maintain Lessee's Property (defined hereinafter) at the Site and keep Lessee's Property at the Site in a neat and clean condition, consistent with normal business practices for the use set forth in Paragraph 3.1.

(b) In accordance with the SSA, Lessor shall be responsible for maintenance of the Site and any buildings and structures located on the Site, including any repairs or replacement of roofs. If Lessor requires Lessee to remove or relocate a System (as defined in the SSA) during the Lease Term to facilitate such maintenance, in addition to any damages owed by Lessor to Lessee in accordance with Section 2.9 of the SSA, Lessor shall pay to Lessee, on demand, any reasonable costs incurred by Lessee due to such removal or relocation of such System, including, but not limited to, storage and reinstallation costs.

4.2. Improvements. Lessee may, at its own expense and with the prior, written consent of Lessor, make such alterations, additions, and improvements (collectively, the "Improvements") to the Site, bring such trade fixtures and personal property (collectively, the "Personal Property") on, and install signage on the Site (the "Signage"), in such locations on the Site as Lessee may deem reasonably necessary or desirable and as Lessor may approve. Collectively, the Improvements, the Personal Property, and the Signage are

referred to herein as the "Lessee's Property". The Personal Property and the Signage shall remain the property of Lessee at all times. Lessee shall not have the authority to, and shall not, permit any lien, charge, or encumbrance of any kind whatsoever to be placed upon the Site, and Lessee shall bond or discharge any such lien.

4.3. Destruction of Leased Site. In the event of damage or destruction of all or any portion of the Site which renders such Site reasonably and economically unsuitable for Lessee's business, as determined by Lessee, Lessee, in its sole discretion, shall have the option to terminate this Lease whereupon the rent shall be apportioned as of the date of such destruction, any prepaid rents or deposits shall be returned, and the parties shall be released of all further duties and obligations hereunder. Lessee shall notify Lessor in writing within thirty (30) days of the date of such damage or destruction of its election hereunder.

4.4. Condemnation. In the event of condemnation or other similar taking or transfer due to governmental order, of all or any portion of the Site which renders the Site reasonably and economically unsuitable for Lessee's business, as determined by Lessee, in its sole discretion, shall have the option to terminate this Lease, in which case the rent shall be apportioned as of such date, any prepaid rents or deposits shall be returned, and Lessee shall be released of all further duties and obligations hereunder. Lessor shall be entitled to the entire proceeds of any condemnation award; provided, however, that Lessor shall pay Lessee an amount equal to the book value, less depreciation of Improvements placed on such Site by Lessee at its own expense, plus any portion of such award intended to compensate Lessee for expenses special to Lessee.

4.5. Removal of Lessee's Property. Upon termination or expiration of the SSA, Lessee shall remove all of Lessee's Property, including the System, and restore the Site in accordance with good industry practices within one hundred and eighty (180) days following the termination or expiration of the SSA. Lessor hereby grants Lessee a license to access the Site for the purposes of such removal and restoration activities. The forgoing license shall survive termination of this Lease until the earlier of the expiration of such one hundred and eighty (180) day period.

ARTICLE 5 DEFAULT AND REMEDIES

5.1. Lessee Events of Default. If:

(a) Lessee shall default in the due and punctual payment of the Rent, insurance premiums, impositions, or any other amounts or rents due under this Lease or any part thereof, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee; or

(b) Lessee shall default in the performance or compliance with any of the other covenants, agreements, or conditions contained in this Lease, and such default shall not be cured within thirty (30) days after notice thereof in writing from Lessor to Lessee; or

(c) Lessee shall file a petition in voluntary bankruptcy or under Chapter VII or XI of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within ninety (90) days after the involuntary petition is filed; or

(d) Lessee shall be adjudicated a bankrupt or a trustee or receiver shall be appointed for Lessee or for all of its property or the major part thereof in any involuntary proceedings, or any court shall have taken jurisdiction of the property of Lessee or the majority part thereof in any involuntary proceeding for reorganization, dissolution, liquidation, or winding up of Lessee, and such trustee or receiver shall not be

discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise within ninety (90) days; or

(e) Lessee shall make an assignment for the benefit of its creditors.

Then, and in any such event referred to in clauses (a), (b), (c), (d) or (e) above, Lessor shall have the remedies with respect to the applicable Site as set forth below.

The parties hereto agree that a Lessee default under this Lease shall constitute a Seller default under the SSA.

5.2 Lessor's Remedies Upon Default. Upon the occurrence of an Event of Default by Lessee, then Lessor shall be entitled to terminate this Lease by giving written notice of termination to Lessee, in which event: (i) Lessee shall surrender the applicable Site to Lessor; and (ii) remove the System in accordance with Section 6.1(e) of the SSA. If Lessee fails to so surrender such Site and remove the System in accordance with this Section 5.2, then Lessor may, without prejudice to any other remedy it has for possession of the Site or arrearages in rent or other damages, reenter and take possession of the Site and expel or remove Lessee and any other person occupying the Site or any part thereof, in accordance with applicable law.

5.3. Mitigation of Damages. In the event that a right of action by Lessor against Lessee arises under this Lease, Lessor shall attempt to mitigate damages by using its best efforts to seek to relet the Site.

5.4. Lessor's Default. The failure of Lessor to perform any obligation or the breach by Lessor of any representation or warranty contained herein within thirty (30) days after receipt by Lessor of written notice of such failure, shall constitute an "Event of Default" hereunder. Upon the occurrence and continuance of an Event of Default, Lessee may, at its option and without any obligation to do so, other than those obligations created in this document, elect any one or more of the following remedies:

(a) Terminate this Lease; or

(b) Withhold payment or performance under the Lease until such time as such Event of Default is cured; or

(c) Cure such Event of Default and recover the costs thereof by an action at law or by set off against the Rent due hereunder; or

(d) Pursue any other remedy now or hereafter available at law or in equity, including specific performance.

The parties hereto agree that a Lessor default under this Lease shall constitute a Purchaser default under the SSA.

ARTICLE 6 ENVIRONMENTAL

6.1. Remediation and Compliance with Laws. Notwithstanding any other provision of this Lease or the SSA, if any hazardous substances, hazardous materials, toxic substances, or other similar or regulated substances, residues or wastes, pollutants, petroleum products, and by-products, including any other environmental contamination whatsoever (collectively "Contamination") are found on, under, or surrounding the Site, or any violations or potential violations of the Laws are found, irrespective of

causation, then Lessee shall have the option of terminating the Lease and shall thereafter be relieved of all further duties and responsibilities under this Lease, without jeopardizing any rights or remedies under the Lease. Lessee may exercise such election regardless of whether the level of the hazardous substances, hazardous materials, or asbestos are below permissible levels set by the Laws or by the applicable industry.

6.2. Contamination Liability.

(a) Notwithstanding any other provision of this Lease or the SSA, Lessor shall be solely responsible for and agrees to indemnify, defend, and hold harmless Lessee, its employees, agents, officers, directors, heirs, and assigns, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, remedial action requirements and enforcement actions, administrative proceedings, and any other actions of whatever kind or nature, including attorneys' fees and costs (and costs and fees on appeal), fees of environmental consultants and laboratory fees, known or unknown, contingent or otherwise, arising out of or in any way related to the discovery, remediation, or disposal of said Contamination under this Lease, including any personal injury (including wrongful death) or property damage (real or personal) arising therefrom, except to such extent the Contamination was deposited, spilled, or otherwise caused by Lessee.

(b) This Section 6.2 shall survive the termination or earlier expiration of this Lease.

6.3. Lessor's Representations. Lessor, to the best of its knowledge, is not aware of any past or present release of Contamination on, under, or surrounding any Site and has not received any warning notices, notice of violations, administrative complaints, judicial complaints, or other formal or informal notices from any environmental or governmental agency alleging that conditions on, under, or surrounding any Site are in violation of any Laws. Lessor has provided copies to Lessee, in whatever capacity and in whatever form obtained, of any and all information relating to Contamination on the Site.

ARTICLE 7 MISCELLANEOUS

7.1. Indemnification and Insurance. Each party will indemnify and hold the other party harmless from any and all fines, suits, claims, demands, penalties, losses, and actions (including attorneys' fees) as required by the SSA. During the Lease Term, each party will maintain insurance of the types and at the levels required by the SSA.

7.2. Reasonable Consent. Any consent or approval of either party required hereunder shall not and may not be unreasonably withheld unless this Lease provides that such consent or approval is within the sole discretion of such party.

7.3. Lessor Access to and Use of Site. Subject to the terms of the SSA, Lessor may enter the Site at any time so long as it does not interfere in any way with the preparation, installation, inspection, monitoring, maintenance, improvement, operation, or removal of the System.

7.4. Brokers. Each party represents and warrants that it has not dealt with any real estate brokers and that there are no claims for brokerage commissions or finders' fees due and owing in connection with this Lease. Any party that defaults under this Paragraph (the "Defaulting Party") agrees to indemnify and hold the other party harmless from any and all liabilities, costs, and expenses (including attorney fees) arising from any such claim by any third-party that such third-party is due any such brokerage commission or finders' fee due to an agreement with the Defaulting Party.

7.5. Relationship of Parties. The relationship between the parties hereto shall be solely as set forth herein and neither party shall be deemed the employee, agent, partner, or joint venturer of the other.

7.6. Separability. Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to either party by this Lease or by law or equity are cumulative, and the exercise of any such right or remedy by either party shall not impair such party's right to exercise any other right or remedy available to such party under this Lease or by law or equity.

7.7. No Waiver. No delay in exercising or omission of the right to exercise any right or power by either party shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term, or condition of this Lease by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision, or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

7.8. Attorneys' Fees. In the event of any controversy arising under or relating to the interpretation or implementation of this Lease, or any breach thereof, the prevailing party shall be entitled to payment for all costs and reasonable attorney fees (both trial and appellate) incurred in connection therewith.

7.9. Entire Lease. This Lease, together with the SSA, any Schedules or attachments hereto, and other written agreements entered into contemporaneously herewith constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Lease may be amended, supplemented, modified, or discharged only upon an agreement in writing executed by all of the parties hereto. This Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, subject, however, to the limitations contained herein. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7.10. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles on conflicts of laws.

7.11. Subordination. This Lease is and shall be subject and subordinate, at all times, to the lien of any mortgages or deeds of trust which now affect the Site; provided, however, that so long as Lessee shall not be in default in the performance of its obligations under this Lease, neither this Lease nor Lessee's right to remain in exclusive possession of the Site shall be affected or disturbed by reason of any default under such mortgage or deed of trust, and, if such mortgage or deed of trust shall be foreclosed or if such mortgagee or trustee shall exercise any of its remedies under such mortgage or deed of trust, this Lease and all of Lessee's rights and obligations hereunder shall survive such foreclosure and continue in full force and effect. Upon the request of Lessee, Lessor shall obtain for the benefit of Lessee a nondisturbance agreement with any current or future mortgagee or ground lessor.

7.12. Notices. All notices and other communications under this Lease shall be in writing and shall be made as required by the SSA.

7.13. Interpretations. This Lease shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation. In the event of any

inconsistency or conflict between any term or provision of this Lease and the SSA, the term or provision of this Lease shall control and take precedence for this specific Site only.

7.14. Binding Effect. All of the terms, covenants, conditions and provisions of this Lease, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, executors, other legal representatives, heirs, and permitted assigns.

7.15. Headings. The headings contained in this Lease are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Lease.

7.16. Remedies Cumulative. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing under this Lease, the SSA, at law or in equity, or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

7.17. Authority. Each party represents that it has the full right and authority to enter into this Lease and that all persons signing on its behalf have been duly authorized to do so by appropriate action.

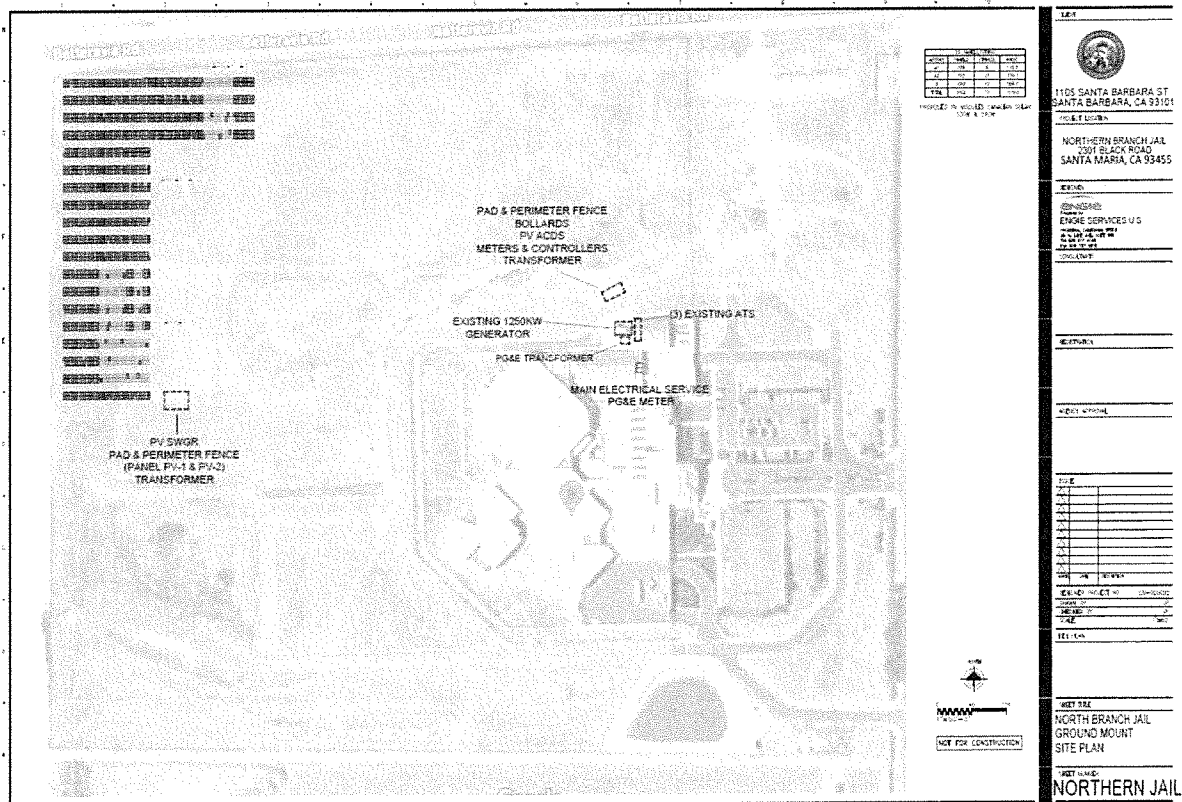
7.18. Waiver of Lessor's Lien. Lessor hereby waives any contractual, statutory, or other Lessor's lien on Lessee's furniture, fixtures, supplies, equipment, and inventory.

7.19. Conduct of Business. Subject to its obligations under the SSA, in no event shall Lessee be required to continuously operate at the Site. Lessee shall have the right to remove Lessee's Property and cease operations at the Site at any time and at Lessee's sole discretion. However, the right to cease to operate its business shall not affect Lessee's obligation to pay all amounts due hereunder, and to perform all covenants and obligations hereunder.

Schedule A

Description of the Premises and the Site

The Leased Site is shown in the conceptual drawing below. Schedule A will be updated with a legal description of the Premises from an ALTA survey and from as-built drawings once complete.



Legal Description: Real property in the Unincorporated Area of the County of Santa Barbara, State of California, described as follows: BEING A PORTION OF SUBDIVISION NO. 5 AS ALLOTTED TO ISAAC GOLDTREE IN THE FINAL DECREE OF PARTITION OF THE RANCHO PUNTA DE LA LAGUNA, A COPY OF WHICH RECORDED DECEMBER 07, 1880 IN BOOK W OF DEEDS, PAGE 333, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID SUBDIVISION NO. 5, SAID POINT BEING THE CENTERLINE INTERSECTION OF BLACK ROAD AND BETTERAVIA ROAD AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 87 OF RECORDS OF SURVEY, PAGE 96, AS A SET NAIL AND TAG MARKED LS 3485; THENCE FIRST SOUTH 00° 41' 25" WEST, ALONG SAID CENTERLINE AND SAID EASTERLY LINE, 1412.60 FEET TO A POINT; THENCE; SECOND NORTH 89° 18' 35" WEST DEPARTING SAID CENTERLINE AND SAID EASTERLY LINE, 1627.61 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF AN EXISTING DIRT FARM ROAD, AS SAID ROAD EXISTS TODAY; THENCE, THIRD NORTH 00° 13' 32" EAST ALONG SAID

PROLONGATION, SAID EASTERLY LINE OF SAID EXISTING DIRT FARM ROAD, AND ITS NORTHERLY PROLONGATION, 1279.16 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID BETTERAVIA ROAD, SAID ROAD IS DESCRIBED IN THE DEED TO THE COUNTY OF SANTA BARBARA RECORDED AUGUST 27, 1947 AS INSTRUMENT NO. 11628 IN BOOK 738 OF OFFICIAL RECORDS, PAGE 413, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE, FOURTH NORTH 86° 54' 11" EAST ALONG THE SOUTHERLY LINE OF SAID BETTERAVIA ROAD AS DESCRIBED IN SAID DEED, 1611.51 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID BLACK ROAD, 60.00 FEET WIDE, SAID WESTERLY LINE BEING 30.00 FEET WESTERLY OF SAID CENTERLINE OF BLACK ROAD AND 30.00 FEET WESTERLY OF SAID EASTERLY LINE OF SAID SUBDIVISION NO. 5, SAID POINT BEING DEPICTED ON SAID RECORD OF SURVEY; THENCE, FIFTH NORTH 00° 41' 25" EAST ALONG SAID WESTERLY LINE, SAID LINE BEING 30.00 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE OF SUBDIVISION NO. 5 AND SAID CENTERLINE OF SAID BLACK ROAD, 25.05 FEET TO STATION 138+76.24, THE POINT OF BEGINNING FOR THE LAND DESCRIBED IN SAID DEED TO THE COUNTY OF SANTA BARBARA FOR SAID BETTERAVIA ROAD; THENCE, SIXTH ALONG THE CONTROL LINE DESCRIBED IN SAID DEED TO THE COUNTY OF SANTA BARBARA FOR SAID BETTERAVIA ROAD, NORTH 86° 54' 11" EAST, 30.07 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM ANY PORTION LYING SOUTH OF THE NORTH LINE OF THE PROPERTY DESCRIBED IN THE GROUND LEASE TO THE DEPARTMENT OF CORRECTION AND REHABILITATION OF THE STATE OF CALIFORNIA, RECORDED AUGUST 04, 2015, AS INSTRUMENT NO. 2015-0041634 OF OFFICIAL RECORDS. NOTE: THE ABOVE LEGAL DESCRIPTION IS FOR THE SOLE PURPOSE OF THIS REPORT AND MAY NOT BE CONSIDERED FOR USE IN ANY POLICY ISSUED BY THIS COMPANY AND IS SUBJECT TO CHANGE AT ANY TIME. APN: 113-210-024