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County of Santa Barbara**

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County of Santa Barbara  
General Services Department  
Office of Real Estate Services  
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No Fee per Cal. Gov. Code 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 079-554-028

**CONSERVATION EASEMENT  
DEED and AGREEMENT  
(CREF GRANT No. BC-11-081)**

This Conservation Easement Deed and Agreement ("Conservation Easement") is granted on this 7<sup>th</sup> day of June, 2011, by the CITY OF GOLETA, a general law city within the County of Santa Barbara, California, ("CITY"), to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("COUNTY"), each a "party" and together the "parties" to this Conservation Easement, for the purpose of establishing in perpetuity the Conservation Easement and associated rights described below.

**Recitals**

A. COUNTY provided to CITY, pursuant to a separate agreement dated July 12, 2011, Contract Number BC-11-081, funds from COUNTY'S Coastal Resource Enhancement Fund ("CREF") to fund the purchase of that certain real property commonly identified as Assessor's Parcel Nos. 079-554-028, consisting of approximately 0.25 acres, located in the City of Goleta, State of California, described in Attachment "A" and illustrated on Attachment "B," attached hereto and incorporated herein by this reference ("Property").

B. CITY is now the sole owner in fee simple of the Property. CITY intends to grant a conservation easement over the entire Property ("Easement Area"), to COUNTY as required under the terms of the CREF Contract; and

C. COUNTY is a county government organized and operating under the laws of the State of California and authorized to acquire and hold title to real property and, as such, it authorized to acquire and hold a conservation easement in accordance with the terms of Section 815.3 of the California Civil Code. As certified by its governing body, CITY accepts responsibility for monitoring and enforcing the terms of this Conservation Easement and upholding its conservation purposes in perpetuity; and

D. The Easement Area possesses certain environmental attributes of great importance to the people of the City of Goleta, Santa Barbara County, and the people of the State

of California, valuable wildlife habitat, open space, plant, and natural habitat (hereinafter “Conservation Values”). The Property as legally described in Attachment “A” shall be preserved for and protected through this Conservation Easement; and

E. CITY agrees to convey this Conservation Easement to COUNTY to assure that the Conservation Values provided by the Easement Area will be conserved and sustained forever as provided herein, and that uses of the land that are inconsistent with the Purpose of this Easement will be prevented or corrected; and

F. The grant of this Conservation Easement will further the policy purposes of the following clearly delineated governmental conservation policies:

Section 815 of the California Civil Code, in which the California Legislature has declared: (1) that “the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition is among the most important environmental assets of California”; and (2) that it is “in the public interest of this state to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations”;

G. COUNTY recognizes that the Conservation Values associated with the physical environment of the Easement Area depend on the future good stewardship decisions of COUNTY, and its successors. COUNTY is entrusted with those future management decisions, provided that such changes do not significantly impair the Conservation Values of Easement Area. COUNTY is entrusted with determining that the Conservation Values have been protected; and

H. The current physical and biological conditions of the resources of the Easement Area, as well as its current uses, are described in a “Baseline Inventory Report,” prepared by the COUNTY with the cooperation of the CITY, consisting of maps, photographs, and other documents, and acknowledged by both to be complete and accurate as of the date of this Conservation Easement. CITY and COUNTY have received copies of this report, which will be used by COUNTY to assist in its monitoring and enforcement of CITY’s compliance with this Conservation Easement.

## **Deed and Agreement**

In consideration of the recitals set forth above, and in consideration of their mutual promises and covenants, CITY hereby grants and conveys to COUNTY, its successors and assigns, and COUNTY hereby accepts, a perpetual Conservation Easement as defined by Section 815.1 of the Conservation Easement Act of 1979 (California Civil Code Section 815, *et seq.*), of the nature and character described in this Conservation Easement.

1. **PURPOSE.** The Purpose of this Conservation Easement is to enable the Easement Area to remain in conservation use and to prevent any use of the entire Easement Area that will impair or interfere with the Conservation Values (“Purpose”). The parties hereto intend that this Conservation Easement will confine the use of the Easement Area to such activities that

are consistent with the Purpose, including without limitation, those involving the preservation and protection of the conservation purposes of this Conservation Easement.

2. **AFFIRMATIVE RIGHTS CONVEYED TO COUNTY** To accomplish the Purpose, the following rights and interests are conveyed to COUNTY by this Conservation Easement:

(a) **Identify Resources and Values.** To identify, preserve and protect in perpetuity the character, use, utility, soil and water quality, and the Conservation Values of the Easement Area.

(b) **Monitor Uses and Practices.** To enter upon, inspect, observe, and study the Easement Area for the purposes of identifying the current uses and practices thereon and the baseline condition thereof, and to monitor the uses and practices regarding the Easement Area to determine whether they are consistent with this Conservation Easement. Such entry shall be permitted upon prior notice to CITY, and shall be made in a manner that will not unreasonably interfere with CITY's use and quiet enjoyment of the Property.

(c) **Prevent Inconsistent Uses.** To prevent any activity on or use of the Easement Area that is inconsistent with the Purpose and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use. However, it is not the intent of the parties to limit CITY's discretion to implement uses and management practices in the Easement Area, as described in Paragraph 3(b) below and provided that those uses and practices are consistent with the terms of this Conservation Easement.

3. **PERMITTED USES AND PRACTICES.** CITY and COUNTY intend that this Conservation Easement shall confine the uses of the Easement Area to conservation activities consistent with the Purpose and Conservation Values and such other related uses as are described herein. The following uses and practices, if in accordance with federal, state and county laws and ordinances, and to the extent not inconsistent with the Purpose, are specifically permitted:

(a) **Existing Improvements:** To use improvements identified in the Baseline Inventory Report as existing at the time that report was prepared. Any approved existing improvements in the Easement Area may be repaired, and replaced at their existing locations, provided that any repair, or replacement must occur during the dry season (May to October). Any work proposed outside of the dry season requires prior advance coordination and approval of COUNTY.

(b) **Additional Structures and Improvements:** To enlarge existing structures that are reasonably necessary for uses of the Easement Area and to construct new structures and improvements to be used solely Conservation Values use in the Easement Area. Enlargement of existing structures or construction of new structures will not occur without prior notice to and approval of COUNTY.

(c) **Grading and Mowing:** Soil grading other than that required solely to control erosion, in accordance with sound, generally accepted management practices will not occur within the Easement Area without prior written concurrence from COUNTY. Mowing is

allowed in the Easement Area only during the months of May to October, inclusive unless CITY obtains prior approval of COUNTY to work outside the dry season.

(d) **Fences:** To repair and replace at their existing locations on the Easement Area existing fences, scales and corrals, if any, for purposes of reasonable and customary management of the Property. New fences, scales and corrals at new locations may be constructed for such purposes without further permission from COUNTY, provided that any new fence shall be sited and designed to protect the Purpose and Conservation Values and avoidance of small mammal burrows, including but not limited to wildlife movement. Repair, replacement and construction of fences shall occur during the months of May to October, inclusive, unless CITY obtains prior approval of COUNTY to work outside of the dry season.

(e) **Water Resources:** An irrigation system consisting of tanks and drip lines, and/or watering trucks may be used in the Easement Area for the purpose of maintaining appropriate plant species within the Easement Area. Any other surface water reservoirs, water resources, water-related improvements, or ponds may not be developed or maintained in the Easement Area without prior notice to and approval of the COUNTY, and any such water improvements must ensure preservation and protection of the Conservation Values.

(f) **Control of Plants and Animals:** To control pests, bullfrogs, and non-native plants by the use of selective control techniques.

(g) **Utility Easements:** To provide for utility easements to public and quasi-public utilities which are consistent with the Conservation Values of this Conservation Easement, and for existing uses of the Property.

(h) **Hunting Uses:** To not engage in and permit others to engage in hunting uses of the Easement Area.

(i) **Passive Recreational Uses:** To engage in research and educational uses, as well as noncommercial passive recreational uses such as wildlife viewing, hiking and photography and associated facilities, including riding trails, for the personal use of the public, are permitted in the Easement Area, provided that no such use or associated facility shall be allowed to interfere with, impair or otherwise burden the Conservation Values.

(j) **Roads:** CITY may utilize roads, if any, in the Easement Area existing at the time of execution of this Conservation Easement. All roads within the Easement Area shall be limited to light dirt roads used for operations, maintenance, and emergencies only.

4. **PROHIBITED AND LIMITED USES.** Unless otherwise permitted, any activity on or use of the Easement Area that is inconsistent with the Purpose and Conservation Values of this Conservation Easement is prohibited. CITY promises that it will not perform, or knowingly allow others to perform, any act or use on or affecting the Easement Area described above in conflict with the covenants set forth in this Conservation Easement. CITY authorizes COUNTY to enforce these covenants, including restoration where reasonably appropriate. Without limiting the generality of the foregoing, the following activities and uses are deemed

inconsistent with the Purpose and Conservation Values of this Conservation Easement and are expressly prohibited:

**(a) Residential Use.** Construction and use of any residential and accessory structures within the Easement Area is prohibited. This Easement does not restrict CITY's ability to use, repair, expand or relocate the existing accessory structures within the Easement Area, subject to all applicable zoning and land use regulations.

**(b) Subdivision.** The subdivision of the Property that would affect the Easement Area, whether by physical, legal or any other process is prohibited.

**(c) Development Rights.** CITY hereby grants to COUNTY all development rights, except as specifically reserved to CITY herein, that are now or hereafter allocated to, implied, reserved or inherent in the Easement Area, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded and described, or to any other property adjacent or otherwise. The Easement Area may not be used for the purpose of calculating permissible development or lot yield of any other property. CITY and COUNTY agree that the Property consists of one (1) legal parcel and that no additional separate legal parcels currently exist within the Property that may be recognized by a certificate of compliance pursuant to Government Code Section 66499.35, based upon previous patent or deed conveyances, subdivisions or surveys. CITY will not apply for or otherwise seek recognition of additional legal parcels within the Property that affect the Easement Area, based on certificates of compliance or any other authority.

**(d) Construction of Buildings, Facilities and Other Structures.** The construction of any residential or animal storage facility or any structure of any other type within the Easement Area, unless specifically authorized by Section 3 hereof.

**(e) Signs.** No billboards shall be erected in the Easement Area. Signs describing the permitted activities in the Easement Area or erected to control unauthorized entry or use are permitted, insofar as such signs do not significantly impair the Conservation Values.

**(f) Paving and Road Construction** CITY shall not pave any existing unpaved road or construct any new paved road within the Easement Area, whether for access or for another purpose, without prior notice to and approval of COUNTY. COUNTY's approval of additional road paving or construction shall be based upon CITY's demonstration that the proposed improvements and location of any such road will not diminish or impair the Purpose and Conservation Values or, if this finding cannot be made, that the road improvements and location are necessary to provide access to structures or improvements permitted by this Conservation Easement or are necessary to meet governmental requirements. Subject to prior notice to and approval of COUNTY, CITY may relocate existing unpaved roads within the Easement Area as unpaved roads, provided that abandoned roads shall be allowed to return to a natural condition as may be permitted under this Conservation Easement. For purposes of this paragraph, references to "paving" shall include covering of the soil surface with concrete, asphalt, or other impervious material, provided that in order to make unpaved roads passable, the

CITY may apply a limited amount of gravel sufficient to maintain a light dirt road to existing or future unpaved roads in the Easement Area.

**(g) Motorized Vehicles.** The use of motorized vehicles off of roads within the Easement Area is prohibited, except by CITY or others under CITY's control for management uses of the Property; provided that other uses of motorized and/or off-road vehicles may be permitted within the Easement Area when necessary for maintenance of utilities, retrieval of animals and plants or for emergency purposes.

**(h) Erosion.** Any use or activity that causes significant degradation of topsoil quality, pollution or an increase in the risk of erosion in the Easement Area is prohibited.

**(i) Mining.**

**(i) Surface Mining.** The mining, extraction, or removal of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method, is prohibited in the Easement Area. Notwithstanding the foregoing, soil, sand, gravel or rock may be extracted without further permission from COUNTY provided that such extraction is of material solely for use in the Easement Area, is in conjunction with and in furtherance of activities permitted herein, is accomplished in a manner which is consistent with, does not interfere with, impair or otherwise burden the Conservation Values.

**(ii) Mineral Rights.** Any right, title, and interest in subsurface oil, gas, and minerals shall not be sold separately from the surface property, and the manner of exploration for, and extraction of any oil, gas or minerals shall be only by a subsurface method, and shall not damage, impair or endanger the protected Conservation Values of the Easement Area, and shall not involve ground disturbance in the Easement Area.

**(j) Watercourses.** The alteration or manipulation of watercourses located on or near the Easement Area is prohibited. Any alterations or manipulation of watercourses within Easement Area require prior notice to and approval of COUNTY.

**(k) Native Tree and Vegetation Management.** Cutting or clearing of native trees and vegetation is prohibited in areas outside of existing or approved roads, trails and utility easements, except as provided below. Selective control and removal of non-native invasive vegetation is permitted and encouraged. CITY may clear or trim native trees and vegetation only:

**(i)** To maintain defensible space, pursuant to the requirements of the Fire Department with jurisdiction, around existing structures, roads and utilities.

**(ii)** In an emergency when necessary to prevent personal injury or property damage such as flood or fire. CITY shall notify COUNTY prior to or as soon as possible after beginning any emergency clearing.

(iii) To control insects and disease or promote the ecological health of the trees or vegetative community, including thinning of undergrowth and removal of senescent, dead and decadent plant material, under the direction of a qualified biologist or certified arborist, with prior notice to and approval of COUNTY.

(iv) To protect and preserve the Easement Area under the direction of a qualified biologist.

(l) **Trash.** The disposal, dumping or accumulation of any kind of trash, refuse or derelict equipment in the Easement Area is prohibited.

(m) **Agricultural Intensification and Other Incompatible Uses.** There shall be no disking, row crop cultivation, vineyard installation, plowing, agricultural grading or till operations within the Easement Area. The use of the Easement Area for construction or operation of a golf course, commercial recreational facility, commercial poultry or hog facility, or similar high intensity activity is prohibited.

(n) **Industrial and Non Agricultural Commercial Uses.** All industrial, commercial, and commercial recreational uses of the Easement Area not expressly authorized herein are prohibited.

(o) **Animal Feedlots or Greenhouses.** The construction, maintenance or use of any animal feedlot, livestock pen or greenhouse structure in the Easement Area is prohibited.

(p) **Storage of excess material.** Long-term (longer than 4 consecutive months) storage of excess material (pipes, lumber, disabled vehicles, ranch equipment, etc.) is prohibited.

(q) **Harm to Small Mammals.** Poisoning, trapping, shooting, or otherwise harming small mammals or their burrows within Easement Area is prohibited.

**5. RESERVED RIGHTS.** CITY reserves to itself, and to its representatives, heirs, successors and assigns, all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the Purpose of this Conservation Easement.

Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) **Water Rights.** CITY shall retain, maintain and preserve the right to use all water rights associated with the Property, which CITY represents are sufficient to sustain Conservation Values in the Easement Area, so long as such use does not impair the Conservation Values. CITY shall not transfer, encumber, lease, sell, or otherwise separate any water rights from the Property.

(b) **Mineral Rights.** All right, title, and interest in subsurface oil, gas, and minerals; provided, however, that the manner of exploration for, and extraction of, any oil, gas or

minerals shall be only by a subsurface method, and shall not damage, impair or endanger the protected Conservation Values.

(c) **Responsibilities of CITY and COUNTY Not Affected.** Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the COUNTY, or in any way to affect any existing obligation of the CITY, as owner of the Property. Among other things, this shall apply to:

(i) Taxes/Special Assessments. CITY shall pay before delinquent all taxes, assessments, fees and charges of whatever description legally and properly levied on or assessed against the Property. If COUNTY is ever required to pay any taxes or assessments on the Property, CITY will promptly reimburse COUNTY for the same.

(ii) Upkeep and Maintenance. CITY shall continue to be solely responsible for the upkeep and maintenance of the Easement Area. COUNTY shall have no obligation for the upkeep or maintenance of the Easement Area.

(iii) Liability and Indemnification. In view of COUNTY's negative rights, limited access to the land, and lack of active involvement in the day-to-day management activities on the Property, CITY shall and hereby agrees to indemnify, protect, defend and hold COUNTY, its officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns harmless from and against all liabilities, costs, losses, orders, liens, penalties, damages, expenses, or causes of action, claims, demands, or judgments, including without limitation reasonable attorney's fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, or any other costs or liabilities resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless solely due to the gross negligence or willful misconduct of the COUNTY. COUNTY shall be named as an additional insured on all of CITY's insurance policies related to the Property.

**6. NOTICE AND APPROVAL.** The purpose of requiring CITY to notify COUNTY prior to undertaking certain permitted activities is to afford COUNTY an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the Purpose of this Conservation Easement. Whenever notice is required as set forth in this Conservation Easement, CITY shall notify COUNTY in writing not less than thirty (30) days prior to the date CITY intends to undertake the activity in question. The notice shall describe the nature, scope, design, location and any other material aspect of the proposed activity in sufficient detail to permit COUNTY to make an informed judgment as to its consistency with the Purpose of this Conservation Easement. COUNTY shall respond in writing within twenty (20) days of receipt of CITY's written request. COUNTY's approval may be withheld only upon a reasonable determination by COUNTY that the action as proposed would be inconsistent with the Purpose of this Conservation Easement.



7. **PROPERTY MANAGEMENT AND ISSUE RESOLUTION.**

(a) **Management Practices.** CITY recognizes that the Conservation Values of the Easement Area are best protected if CITY conducts all operations in accordance with generally accepted, sustainable practices that address soil and water conservation, erosion control, pest management, nutrient management, and habitat protection. COUNTY has responsibility under this Conservation Easement to undertake regular monitoring of the Easement Area. The parties agree that, whenever possible, they will take a cooperative approach to monitoring and management of the Easement Area and will conduct joint qualitative monitoring to ensure that the Conservation Values are being protected. This monitoring will be supported through the Baseline Inventory Report and subsequent reviews, using photographs and narrative descriptions, among other evaluation tools. Monitoring will also consider issues such as site potential, weather conditions, unusual economic circumstances, vegetative variety and quality and trends in resource conditions.

(b) **Management Plan.** There is no management plan contemplated by this Conservation Easement. If in the future a management plan is developed, then the preservation activities for the Easement Area shall be governed by the terms of this Conservation Easement.

(c) **Mediation and Arbitration.** If a dispute arises between the parties concerning the consistency of any existing or proposed use, structure or activity with the language and purpose of this Conservation Easement, and if the parties agree, the dispute may be mediated by one to three persons familiar with agricultural and conservation practices and conservation easements in Santa Barbara County. If the parties agree, they may next request arbitration, supervised by the Santa Barbara County Superior Court, unless extraordinary relief or injunction is necessary to protect against irreparable injury as provided in herein.

(d) **Judicial Enforcement.** If, in COUNTY's judgment, substantial resource damage is threatened or is occurring, or if COUNTY finds what it considers to be a violation of any provision of the Conservation Easement that, in COUNTY's judgment, cannot be satisfactorily addressed through the processes set forth in the preceding subsection, COUNTY has the right to bypass those processes and to instead pursue appropriate legal action; provided, that except when an ongoing or imminent violation could substantially diminish or impair the Conservation Values of the Easement Area, or the parties have already met and discussed the violation, COUNTY shall give CITY written notice of the violation and, not later than fourteen (14) days after the delivery of such written notice, the parties shall meet to discuss the circumstances of the violation and to attempt to agree on appropriate corrective action. If the parties are unable to agree on corrective action, COUNTY may demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore that portion of the Easement Area so injured.

(e) **Injunctive Relief.** If CITY fails to cure the violation within a thirty (30) day period after receipt of notice thereof from COUNTY, or fails to continue diligently to cure such violation until finally cured, COUNTY may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation

by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values, including damages for any loss thereof, and to require the restoration of the Easement Area to the condition that existed prior to any such injury.

**(f) Damages.** COUNTY shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any of the Conservation Values protected by this Conservation Easement, including, without limitation, damages for the loss of Conservation Values. Without limiting CITY's liability therefore, COUNTY, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action in the Easement Area.

**(g) Emergency Enforcement.** If COUNTY, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the protected values of the Easement Area, COUNTY may pursue its remedies under this Paragraph without waiting for the period provided for correction to expire.

**(h) Scope of Relief.** COUNTY's rights under this Paragraph shall apply equally to threatened as well as actual violations of the terms of this Conservation Easement, and CITY agrees that COUNTY's remedies at law for any violation of the terms hereof are inadequate and that COUNTY shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which COUNTY may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. COUNTY's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Furthermore, the provisions of California Civil Code Section 815 *et seq.*, are incorporated herein by this reference and this Conservation Easement is made subject to all of the rights and remedies set forth therein. COUNTY retains the discretion to choose the appropriate method to enforce the provisions of this Conservation Easement, and shall not be required to exhaust the provisions of one subsection hereof in order to be entitled to the benefits of another.

**(i) Expert Assistance.** The opinions of any appropriate consultant or expert engaged to assist the parties in the resolution of any claim of injury to any Conservation Value shall be admissible in any judicial proceedings conducted with respect to that asserted violation.

**(j) Costs of Enforcement.** Any reasonable costs incurred by COUNTY in non-judicial enforcement of the terms of this Conservation Easement against CITY, and any costs of restoration necessitated by CITY's violation of the terms hereof shall be borne by CITY; provided however that CITY shall not be responsible for the costs of restoration necessary to remedy damage to the Easement Area caused by the conduct of third parties acting without permission or knowledge of CITY. The prevailing party in any judicial action brought pursuant to the provisions of this Conservation Easement, including without limitation mediation or arbitration, shall be entitled to recovery of its reasonable costs of suit, including, without limitation, attorneys' and experts' fees, from the other party.

(k) **Enforcement Discretion.** Enforcement of the terms of this Conservation Easement shall be at the discretion of COUNTY, and any forbearance by COUNTY to exercise its rights hereunder shall not be deemed or construed to be a waiver by COUNTY of such rights or of any subsequent breach of the same or any other terms of this Conservation Easement, or of its rights hereunder. No delay or omission by COUNTY in the exercise of any right or remedy upon any breach by CITY shall impair such right or remedy or be construed as a waiver, and CITY hereby waives any defense of laches, estoppel or prescription.

(l) **Acts Beyond CITY Control.** Nothing contained in this Conservation Easement shall be construed to entitle COUNTY to bring any action against CITY for any injury to or change in the Easement Area resulting from causes beyond CITY's control, including, without limitation, fire, flood, storm and earth movement, or actions by persons outside the control and knowledge of CITY, or from any prudent action by CITY under emergency conditions, to prevent, abate or mitigate significant injury to the Easement Area resulting from such causes.

8. **NO PUBLIC DEDICATION OR PUBLIC ACCESS.** Nothing contained in this Conservation Easement shall be deemed to be a gift or dedication of any portion of the Property. This instrument does not convey a general right of access to the public.

9. **CITY'S TITLE WARRANTY.** CITY represents and warrants that CITY has good fee simple title to the Property, subject to such liens, encumbrances and matters of record as may be approved by COUNTY, and hereby promises to defend the same against all claims that may be made against it. COUNTY's failure to object to any item or exception shown on a preliminary title report of the Property prior to the Closing Date shall constitute an approval by COUNTY of such item or exception. CITY may grant any subsequent conservation easements on the Property provided that such easements do not interfere with or reduce the Conservation Values of this Conservation Easement. COUNTY shall be notified at least ninety days in advance, in writing, of any proposed conservation or other easement for the Property, which notice shall include the proposed easement.

10. **ENVIRONMENTAL PROVISIONS.**

(a) **CITY's Environmental Warranty.** CITY warrants that CITY has no knowledge of a release or threatened release of hazardous substances or wastes on or that could affect the Easement Area and, as more generally set out in paragraph 5(c) above, agrees to indemnify, defend, protect and hold COUNTY, its directors, officers, employees, agents, and contractors, and their heirs, successors, and assigns, harmless from and against all litigation costs, demands, penalties, damages, liabilities, claims or expenses (including reasonable attorney fees) arising from or connected with any release of hazardous waste or violation of federal, state, or local environmental laws as a result of or arising out of the activities of CITY in the Easement Area, or any breach of this Conservation Easement.

(b) **COUNTY Not an Owner, Operator, or Responsible Party.** Notwithstanding any other provision herein to the contrary, the parties do not intend this Conservation Easement to be construed such that it creates in or gives the COUNTY:

- (i) the obligations or liability of an "owner" or "operator" as those words are defined and used in applicable environmental laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC § 9601 *et seq.* and hereinafter "CERCLA");
- (ii) the obligations or liability of a person described in 42 USC § 9607(a)(3) or (4);
- (iii) the obligations of a responsible person under any applicable environmental laws;
- (iv) the right to investigate and remediate any hazardous materials associated with the Easement Area; or
- (v) any control over CITY's ability to investigate, remove, remediate, or otherwise clean up any hazardous materials associated with the Easement Area.

11. **TRANSFER BY COUNTY.** COUNTY may transfer this Conservation Easement to any public or non-profit agency authorized to hold conservation easements pursuant to Section 815.3 of the California Civil Code.

**(a) Voluntary Transfer.** In selecting an appropriate transferee entity, preference will be given to a qualified agency or organization with an agricultural conservation purpose that has board, staff, or consultants with practical agricultural management experience, which agency or organization expressly agrees to assume the responsibility imposed on the COUNTY by this Conservation Easement. If such agency or organization cannot be found, or is not suitable for any reason, then another qualified agency or organization that expressly agrees to assume the responsibility imposed on the COUNTY by this Conservation Easement may be selected. COUNTY shall provide to CITY notice of any proposed transfer, information about proposed transferee(s), and opportunity for input. If more than one qualified agency or organization meets the foregoing criteria and all are equally capable of affecting the purposes of this Conservation Easement, COUNTY may select the organization that shall be the transferee. As a condition of such transfer or assignment, COUNTY shall require that the Conservation Purpose set forth herein shall be carried out and enforced in perpetuity. Notice of such restrictions, including the Conservation Easement, shall be recorded in the County where the Property is located. The failure of COUNTY to perform any action required by this paragraph shall not impair the validity of this Conservation Easement or its enforcement in any way.

**(b) Involuntary Transfer.** If COUNTY ever ceases to exist or no longer qualifies under applicable state law or fails to perform its responsibilities under this Easement, CITY shall have the right to seek transfer, through a court of competent jurisdiction, of this Conservation Easement to another qualified organization having substantially similar purposes that agrees to assume the responsibilities imposed on COUNTY by this Conservation Easement.

12. **CITY TRANSFER OF PROPERTY.** Any time the Property or any interest in it is transferred by CITY to any third party, CITY shall notify COUNTY and in writing prior to the transfer of the Property, and the deed of conveyance shall expressly refer to this Conservation Easement and incorporate the terms of this Conservation Easement. Such transfer shall not result in a merger of the Conservation Easement and the Property in a single Property owner (thereby extinguishing the Conservation Easement) if no method or mechanism deemed adequate to preserve, protect, and sustain the Easement Area in perpetuity has been established. Failure to notify COUNTY or include the required reference to this Conservation Easement in the deed shall not affect the continuing validity and enforceability of this Conservation Easement.

13. **AMENDMENT.** This Conservation Easement may be amended only with the written consent of CITY and COUNTY. Any such amendment shall be consistent with the Purpose of this Conservation Easement and shall comply with California Civil Code Section 815 *et seq.*, and any regulations promulgated in accordance with these statutes, and with the adopted amendment policy of COUNTY. CITY shall reimburse COUNTY for its reasonable expenses associated with review and approval of any amendment initiated by CITY.

14. **CONDEMNATION.** If all or any part of the Easement Area is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Conservation Easement, in whole or in part, CITY and COUNTY shall act jointly to recover the full value of the interests in the Easement Area subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by CITY and COUNTY in connection with the taking or in lieu purchase shall be paid out of the amount recovered. COUNTY's share of the balance shall be determined by the ratio of the value of the Conservation Easement to the value of the Easement Area unencumbered by this Conservation Easement. If only a portion of the Easement Area is subject to such exercise of eminent domain, this Conservation Easement shall remain in effect as to all other portions of the Easement Area.

15. **VALUATION.** This Conservation Easement constitutes a real property interest immediately vested in COUNTY. The parties stipulate that this Conservation Easement has a fair market value determined by multiplying (a) the fair market value of the Easement Area unencumbered by the easement (minus any increase in value attributable to improvements made after the date of this Conservation Easement) by (b) the ratio of the value of the Conservation Easement to the value of the Easement Area unencumbered by the easement.

16. **SUBORDINATION.** If, at the time of conveyance of this Conservation Easement, the Property is subject to any mortgage or deed of trust encumbering the Property, CITY shall obtain from the holder of any such mortgage or deed of trust an agreement to subordinate its rights in the Property to this Conservation Easement to the extent necessary for the COUNTY to enforce the purpose hereof in perpetuity and to prevent any modification or extinguishment of this Conservation Easement by the exercise of any rights of the mortgage or deed of trust holder.

**17. GENERAL PROVISIONS.**

**(a) Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California and applicable Federal law, including the ESA.

**(b) Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to affect the purpose of this Conservation Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

**(c) Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

**18. PERPETUAL DURATION.** The easement created by this instrument shall be a servitude running with the land in perpetuity. Every provision of this Conservation Easement that applies to CITY and COUNTY shall also apply to and be binding upon their respective agents, heirs, beneficiaries, executors, administrators, successors and assigns.

**19. NOTICES.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by United States certified mail, return receipt requested, or by another common method or service where receipt is confirmed, addressed as follows or such other address as either party from time to time shall designate by written notice to the other.

To CITY:                                 City of Goleta  
Daniel Singer, City Manager  
130 Cremona Drive, Suite B  
Goleta, CA 93117  
(805) 961-7501

To COUNTY:                     Attn: Office of Real Estate Services  
County of Santa Barbara  
General Services Department  
1105 Santa Barbara Street, Second Floor, Courthouse East Wing  
Santa Barbara, CA 93101

With a copy to:                 County of Santa Barbara  
Planning & Development Department, Energy Division  
123 E. Anapamu Street  
Santa Barbara, CA 93101  
Attn: Kathy McNeal Pfeifer, 568-2507

20. **LAWS CURRENTLY IN EFFECT.** All references in this Conservation Easement to statutes, regulations and other laws shall be deemed to refer to those statutes, regulations and laws currently in effect, or as amended (or any successor provision then applicable).

21. **ENTIRE AGREEMENT.** This instrument with the Attachments incorporated herein sets forth the entire agreement of the parties with respect to the Easement Area and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement Area, all of which are herein merged.

22. **COUNTERPARTS.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

23. **ATTACHMENTS.** The Attachments attached hereto are incorporated herein by this reference:

ATTACHMENT A: Easement Area legal description

ATTACHMENT B: Easement Area map depiction

24. **EFFECTIVE DATE.** This Conservation Easement is effective upon recordation in the Official Records of the County of Santa Barbara, State of California.

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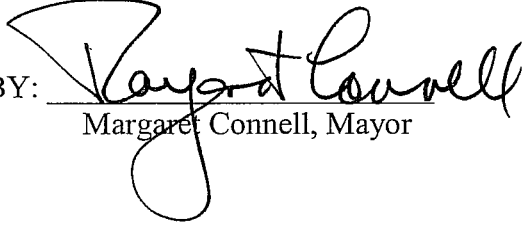
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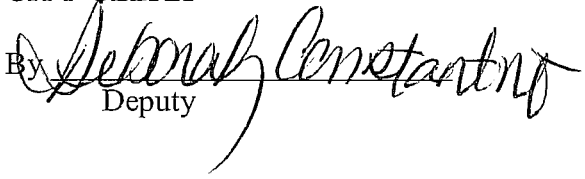
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**CONSERVATION EASEMENT  
DEED and AGREEMENT  
(CREF GRANT No. BC-11-081)**


CITY  
CITY OF GOLETA

BY:   
Margaret Connell, Mayor

ATTEST:  
DEBORAH CONSTANTINO  
CITY CLERK

By   
Deputy

APPROVED AS TO FORM:  
City Attorney

By   
TIM GILES



**CONSERVATION EASEMENT  
DEED and AGREEMENT  
(CREF GRANT No. BC-11-081)**

COUNTY  
COUNTY OF SANTA BARBARA

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD


By: \_\_\_\_\_  
Chair, Board of Supervisors

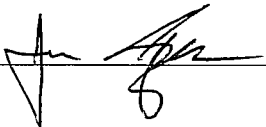
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

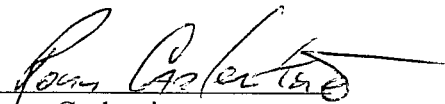
APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

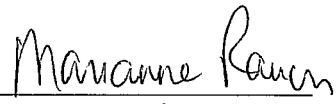
By:   
William Dillon  
Deputy County Counsel

By:   
Deputy

APPROVED:

APPROVED:

By:   
Ronn Carlentine,  
Real Property Manager

By:   
Ray Aromatorio, ARM, AIC  
Risk Manager

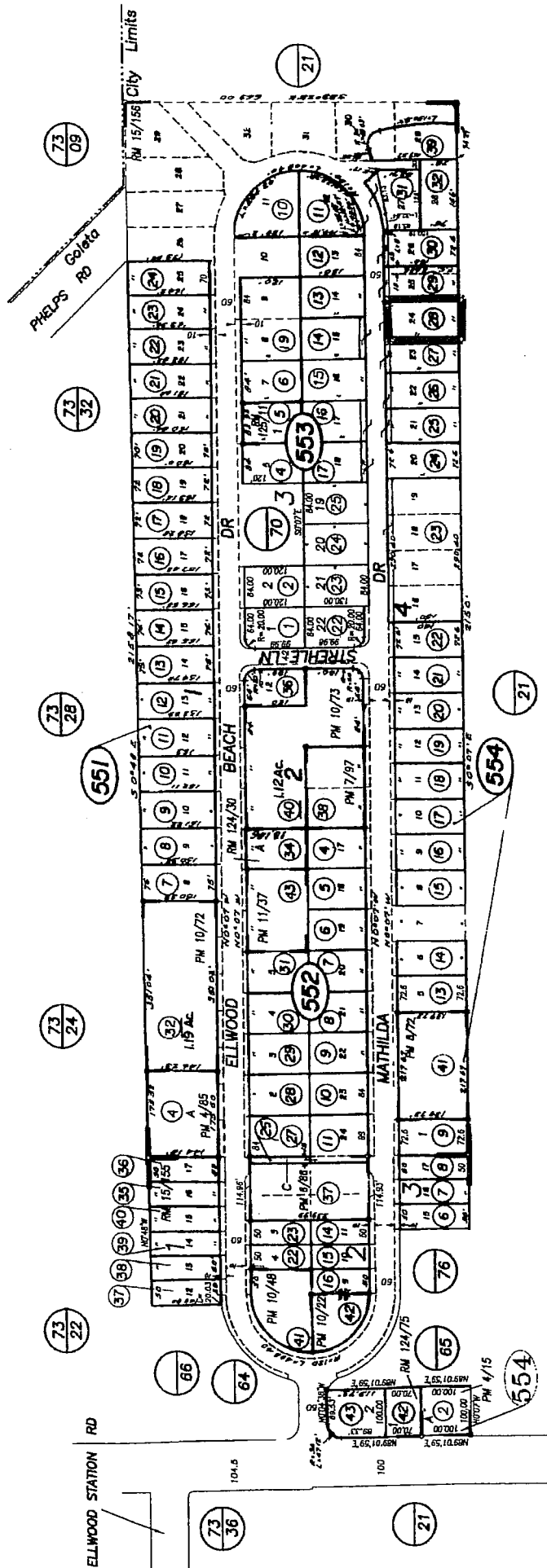
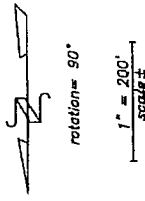
## Attachment A

### Legal Description of Easement Boundary

The subject conservation easement is defined as Assessor Parcel Number Book 79, Page 554, Parcel 28, in the County of Santa Barbara, State of California, inclusive of maps in the office of the County Recorder of said County. The property is described on the Quitclaim Deed as “Lot 24 in Block 4 of Ellwood Acres No. 2, as shown on a Map recorded in Book 15, Pages 155 and 156 of Maps, records of Santa Barbara County, California.”

POR. RANCHO LOS DOS PUEBLOS

079-55



- 6/16/1927 R.M. Bk. 15 , Pg. 155 , Tract "Elwood Acres No. 1"
- 6/16/1927 R.M. Bk. 15 , Pg. 156 , Tract "Elwood Acres No. 2"
- 7/7/1983 R.M. Bk. 124, Pg. 30-31 , Tract 13186
- 10/5/1983 R.M. Bk. 124, Pg. 75-76 , Tract 13409
- 11/18/1983 R.M. Bk. 125, Pg. 11-12 , Tract 13091

**N O T I C E**  
 Assessor's Parcels are for tax assessment  
 purposes only and do not indicate either  
 parcel legality or a valid building site.

City of Goleta  
 Assessor's Map Bk. 079 -Pg. 55  
 County of Santa Barbara, Calif.

LD/06  
 553-20 Hrs 553-21 & 23  
 553-21 Hrs 553-24 & 25

**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the Conservation Easement Deed and Agreement (CREF GRANT No. BC-11-081), dated June 7, 2011, from City of Goleta, a general law city within the County of Santa Barbara, California, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on July 12, 2011, and the County of Santa Barbara as grantee consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this \_\_\_\_\_ day of \_\_\_\_\_, 2011

CHANDRA L. WALLER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk