

**Recording requested by
County of Santa Barbara**

When recorded mail to:

County of Santa Barbara
General Services Department
Real Property Division
Will Call

No Fee per Cal. Gov. Code 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 079-554-031

**CONSERVATION EASEMENT
DEED and AGREEMENT**

This Conservation Easement Deed and Agreement (“Conservation Easement”) is effective upon recordation in the Official Records of the County of Santa Barbara, State of California 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 December 10, 2019 (the “Grant Agreement”) 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. 079-554-031, consisting of approximately 0.25 acre, located in the City of Goleta, State of California, described in Attachment “A” and depicted on Attachment “B,” attached hereto and incorporated herein by this reference (“Property”); and

B. The Grant Agreement requires CITY to convey or cause to be conveyed a conservation easement on the Property in favor of COUNTY and CITY has elected to comply with the Grant Agreement by acquiring title to the Property and convey this Conservation Easement; and

C. COUNTY is a political subdivision of the State of California and is authorized to acquire and hold a conservation easement in accordance with the terms of Section 815.3 of the California Civil Code; and

D. The Property 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 relatively natural riparian habitat (hereinafter “Conservation Values”); and

E. To comply with the Grant Agreement, CITY must include use of the Property for public access consistent with the Conservation Values of the Property; and

G. CITY agrees to convey this Conservation Easement to COUNTY to assure that the Conservation Values will be conserved and sustained forever as provided in this Conservation Easement, and that uses of the land that are inconsistent with the Purpose of this Easement (as defined herein below) will be prevented or corrected; and

H. COUNTY recognizes that the Conservation Values associated with the physical environment of the Property depend on the future good stewardship decisions of CITY, and its successors. CITY is entrusted with those future management decisions, provided that any changes do not significantly impair the Conservation Values. COUNTY is entrusted with determining that the Conservation Values are protected.

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 prevent any use of the Property that will materially impair or interfere with the Conservation Values (“Purpose”). The parties intend that this Conservation Easement will limit the use of the Property to activities that are not inconsistent with the Purpose, including, without limitation, those involving the preservation and protection of the Conservation Values and the provision of public access to enjoy the Property.

2. **AFFIRMATIVE RIGHTS CONVEYED TO COUNTY.** To accomplish the Purpose, the CITY hereby conveys the following rights and interests 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 Property.

(b) **Monitor Uses and Practices.** To enter upon, inspect, observe, and study the Property for the purposes of identifying the current uses and practices thereon and to monitor the uses and practices of the Property to determine whether they are consistent with this Conservation Easement. Such entry shall be permitted upon at least five (5) business days’ prior written notice to CITY, and shall be made in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property.

(c) **Prevent Inconsistent Uses.** To prevent or enjoin any activity on or use of the Property that is inconsistent with the Purpose and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use. However, it is not the intent of COUNTY to limit CITY's discretion to implement uses and management practices in the Property, as described in Paragraph 3 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 limit the uses of the Property to conservation activities that are consistent with the Purpose 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 in a manner to minimize impact on the Conservation Values are specifically permitted:

(a) **Existing Improvements:** No existing improvements occur onsite.

(b) **Additional Structures and Improvements:** CITY may enlarge existing structures and construct new structures that are reasonably necessary to support activities that take place solely to protect and promote the Conservation Values on the Property; provided together that any enlargement of existing structures exceeding twenty percent (20%) of the existing footprint or the construction of new structures shall require the prior written consent of COUNTY, as set forth in Paragraph 6 below.

(c) **Grading and Mowing** Soil grading in conjunction with permitted activities under this Conservation Easement or to control erosion in accordance with sound, generally accepted management practices is permitted. Any other grading is not permitted without the prior written approval from the COUNTY, as set forth in Paragraph 6 below. Mowing is allowed in the Property, in accordance with sound, generally accepted management practices.

(d) **Fences:** Existing fences may be repaired or replaced at their existing locations for purposes of reasonable and customary management of the Property. New fences may be constructed for such purposes without further permission from COUNTY, provided that any new fence shall be sited and designed in accordance with the Purpose and will not materially impair or interfere with the Conservation Values. New Fences must be wildlife-friendly.

(e) **Water Resources:** An irrigation system consisting of tanks and drip lines, and/or watering trucks may be used in the Property for the purpose of maintaining appropriate plant species and preventing dust within the Property. Any other artificial surface water reservoirs, water resources, water-related improvements, or ponds may not be developed or maintained in the Property without prior approval of the COUNTY, as set forth in Paragraph 6 below.

(f) **Control of Plants and Animals:** Pests, bullfrogs, and non-native plants may be controlled by the use of selective control techniques consistent with preservation of the Conservation Values on the Property. As used in this Conservation Easement, "selective control techniques" mean the use of techniques or methods that are targeted to control pests, bullfrogs, and non-native plants with the least practicable impact on humans and other plants or animals.

(g) **Utility Easements:** With approval by County, as set forth in Paragraph 6, utility easements may be granted to public and quasi-public utilities, so long as such easements are subject to this Conservation Easement and will not materially impair or interfere with the Conservation Values. Any proceeds from the sale of a utility easement shall be used by the CITY for operation and maintenance of the Property.

(h) **Public Access:** The Property may be used for research and educational uses, as well as noncommercial passive recreational uses such as wildlife viewing, hiking and photography and associated facilities may be constructed for passive recreational uses including but not limited to creek bridges, hiking and equestrian trails, and any other accessible trails, to provide public access, (“public access purposes”) provided that all public access purposes shall be compatible with the Conservation Values of the Property.

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

4. PROHIBITED AND LIMITED USES. Unless otherwise permitted under this Conservation Easement, any activity on or use of the Property that is inconsistent with the Purpose or would materially impair or interfere with the Conservation Values or the public access purposes is prohibited. CITY shall not perform, or knowingly allow others to perform, any act or use on or affecting the Property in conflict with the covenants set forth in this Conservation Easement. Without limiting the generality of the foregoing, the following activities and uses are deemed inconsistent with the Purpose of this Conservation Easement and are expressly prohibited:

(a) **Residential Use.** Construction and use of any residential and accessory structures within the Property is prohibited.

(b) **Subdivision.** CITY shall not apply for or otherwise seek recognition of additional legal parcels within the Property based on certificates of compliance or any other authority. Notwithstanding the existence of legal parcels, assessor’s parcels, or the previous granting of certificates of compliance by public agencies, the following uses are inconsistent with the Purpose and are prohibited: (i) the division or subdivision of the Property (whether by physical, legal, or any other process); and (ii) the sale or conveyance of any portion of the Property, separate from the sale or conveyance of the Property as a whole.

(c) **Development Rights.** CITY and COUNTY hereby agree that all development rights, except as specifically reserved to CITY herein, that are now or hereafter allocated to, implied, reserved or inherent in the Property, 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 Property 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 Property, based on certificates of compliance or any other authority.

(d) Construction of Buildings, Facilities and Other Structures. The construction of any structure of any type within the Property, unless specifically authorized by Paragraph 3 above, is prohibited.

(e) Signs. No billboards shall be erected in the Property. Signs describing the permitted activities in the Property, erected to control unauthorized entry or use, or for public access purposes, or as required by COUNTY or by the CITY are permitted, so long as such signs do not materially impair or interfere with the Conservation Values.

(f) Paving and Road Construction CITY shall not pave any existing unpaved road or construct any new paved road within the Property, whether for access or for another purpose, without prior notice to and approval of COUNTY, as set forth in Paragraph 6 below. 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 is consistent with the Purpose or, if this finding cannot be made, that the road improvements and location are necessary to provide access to structures or improvements or fulfill public access purposes permitted by this Conservation Easement or are necessary to meet governmental requirements. Subject to prior notice to COUNTY, CITY may relocate existing unpaved roads within the Property 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 Property. Nothing in this Paragraph 4(f) shall be interpreted to prevent the installation of a trail to serve passive recreational use of the Property pursuant to Paragraph 3(h).

(g) Motorized Vehicles. The use of motorized vehicles off of roads within the Property is prohibited, except by CITY for management uses of the Property; provided that other uses of motorized and/or off-road vehicles may be permitted within the Property when necessary for maintenance of utilities, retrieval of animals and plants, use of the Property by persons with disabilities 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 Property 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 Property.

(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 materially impair or interfere with the Conservation Values of the Property, and shall not involve disturbance of the surface of the Property.

(j) **Watercourses.** Except for creek restoration and water quality improvement purposes, the alteration or manipulation of watercourses located on or near the Property is prohibited.

(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 Santa Barbara Fire Department, 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 as set forth in Paragraph 6 below.

(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 and in a manner consistent with the Conservation Values.

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

(v) As part of a native habitat restoration project or program.

(l) **Trash.** The disposal, dumping, or accumulation of any kind of trash, refuse or derelict equipment in the Property 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 Property. The use of the Property for construction or operation of a golf course, or similar high intensity activity is prohibited.

(n) **Industrial and Non Agricultural Commercial Uses.** All industrial, commercial, and commercial recreational uses of the Property not expressly authorized herein are prohibited. Nothing in this Paragraph will prohibit the CITY from charging a fee or allowing a fee to be charged for passive recreational activities where needed to defray the cost of such activities, for example, providing a docent or wildlife biologist for guided activities. However, no fees shall be charged Property admittance alone.

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

(p) **Storage of excess material.** Long-term (longer than three (3) consecutive months) storage of excess material (pipes, lumber, and other construction material for work to be done on the Property, etc.) is prohibited.

(q) **Harm to Small Mammals.** Except as provided in Section 3(f) above, poisoning, trapping, shooting, or otherwise harming native mammals or their burrows within Property is prohibited without the prior written approval of COUNTY as set forth in Paragraph 6 below.

(r) **Hunting Uses.** Recreational hunting is not permitted on the Property.

(s) **Mitigation Use of Property.** Use of the Property for mitigation purposes is expressly prohibited. CITY shall not use or allow the use of any portion of the Property for mitigation purposes (in other words, to compensate for adverse changes to the environmental elsewhere).

(t) **Transfer of the Property.** CITY shall not transfer the Property (or any interest in it) without the prior written approval of COUNTY.

(u) **Use of the Property as Security for a Debt.** CITY shall not use the Property as security for any debt.

(v) **Use of the Property for Solar or Wind Energy Generation:** Use of the property for solar or wind energy generation 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, consistent with preservation of the Conservation Values on the Property s. CITY shall not transfer, encumber, lease, sell, or otherwise separate any water rights from the Property.

(b) **Mineral Rights.** CITY reserves all right, title, and interest in subsurface oil, gas, and minerals, subject to Paragraph 3(i) above.

(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 delinquency 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 Property. COUNTY shall have no obligation for the upkeep or maintenance of the Property.

(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 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 arising from the gross negligence or willful misconduct of the COUNTY. COUNTY shall be named as an additional insured on all of CITY's third party insurance policies related to the Property.

6. NOTICE AND APPROVAL. The purpose of requiring CITY to notify COUNTY to obtain COUNTY's approval before 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. CITY shall notify COUNTY in writing not less than thirty (30) days prior to the date CITY intends to undertake the activity in question. For notices during emergency situations, CITY shall provide written notice at least 2 full business days prior to CITY's proposed activity. CITY's 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 compliance with this Conservation Easement. COUNTY shall respond in writing within one hundred and eighty (180) 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, and any denial of approval must be accompanied by written reasons given in detail for such denial.

7. PROPERTY MANAGEMENT AND ISSUE RESOLUTION.

(a) **Management Practices.** CITY recognizes that the Conservation Values of the Property 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 Property. The parties agree that, whenever possible, they will take a cooperative approach to monitoring and management of the Property and will conduct joint qualitative monitoring to ensure that the Conservation Values are being protected. 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 for the Property, then the preservation activities for the Property 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) **Notice of Violation.** Where CITY is alleged to be in violation of this Conservation Easement, COUNTY may give CITY written notice of a violation. 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 Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore that portion of the Property so injured.

(d) **Judicial Enforcement; Injunctive Relief.** When an ongoing or imminent violation of this Conservation Easement could substantially diminish or impair the Conservation Values of the Property, or if CITY fails to cure a 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, then 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 Property 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 shall apply any damages recovered to the cost of undertaking any corrective action in the Property.

(g) 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.

(h) 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 Property 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.

(j) 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.

(k) 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 Property 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 Property resulting from such causes.

8. NO PUBLIC DEDICATION OR GENERAL RIGHT OF 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.

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 Property 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 Property, 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 Property; or

(v) any control over CITY's ability to investigate, remove, remediate, or otherwise clean up any hazardous materials associated with the Property.

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 a conservation purpose that has board, staff, or consultants with practical 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 the proposed transferee(s), and an 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 Purpose set forth in Section 1 hereof 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 Conservation 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. 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 obtain approval in writing prior to the transfer of the Property or any interest in it, and CITY's 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 Conservation Values of the Property 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.

14. EXTINGUISHMENT. If circumstances arise in the future which render the Purpose impossible to accomplish, this Conservation Easement shall be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction.

15. CONDEMNATION. If all or any part of the Property 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 Property 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. If only a portion of the Property is subject to such exercise of eminent domain, this Conservation Easement shall remain in effect as to all other portions of the Property.

16. VALUATION. This Conservation Easement constitutes a real property interest immediately vested in COUNTY. For the purpose of this Conservation Easement, the parties stipulate that this Conservation Easement has a fair market value determined by multiplying (a) the fair market value of the Property 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 Property unencumbered by the easement.

17. 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.

18. 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.

(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

123 E. Anapamu Street
Santa Barbara, CA 93101
Attn: Kathy McNeal Pfeifer, Planner
(805) 568-2507
Kathypm@countyofsb.org

21. 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).

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

23. 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.

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

ATTACHMENT A: Property legal description

ATTACHMENT B: Property map depiction

25. EFFECTIVE DATE; RECORDATION. This Conservation Easement is effective upon recordation in the Official Records of the County of Santa Barbara, State of California, as provided in California Civil Code section 815.5. GRANTOR shall cause this Conservation Easement to be recorded.

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IN WITNESS WHEREOF, the parties have executed this Conservation Easement Deed and Agreement by the respective authorized signatories as set forth below to be effective upon final execution by all parties hereto and recordation.

COUNTY OF SANTA BARBARA

By: _____:

Steve Lavagnino, Chair
Board of Supervisors

Date: _____

ATTEST
CLERK OF THE BOARD

By: _____
Deputy

[Page Intentionally Left Blank; Insert Notary for County Signature here.]

COUNTY APPROVAL AS TO FORM

MICHAEL C. GHIZZONI
COUNTY COUNSEL

BETSY SCAHAFFER, CPA
AUDITOR-CONTROLLER

By: _____

By: _____

REAL PROPERTY

RISK MANAGEMENT

By: _____
Carlo Achdjian
Real Property Manager

By: _____
Ray Aromatorio, ARM, AIC
Risk Manager

IN WITNESS WHEREOF, the parties have executed this Conservation Easement Deed and Agreement by the respective authorized signatories as set forth below to be effective upon final execution by all parties hereto and recordation.

GRANTEE
City of Goleta

ATTEST:
DEBORAH LOPEZ
CITY CLERK

BY: _____
Paula Perotte, Mayor

By _____
Deputy

APPROVED AS TO FORM:
City Attorney

By _____
MIKE JENKINS

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Attachment A

Legal Description

That certain real property in the City of Goleta, County of Santa Barbara, State of California described as follows:

The subject conservation easement is defined as Lot 27 in Block 4 of Ellwood Acres No. 2, in the County of Santa Barbara, State of California, according to the map thereof recorded in Book 15, at Pages 155 and 156, records of Santa Barbara, County.

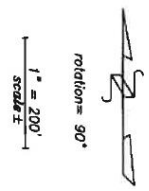
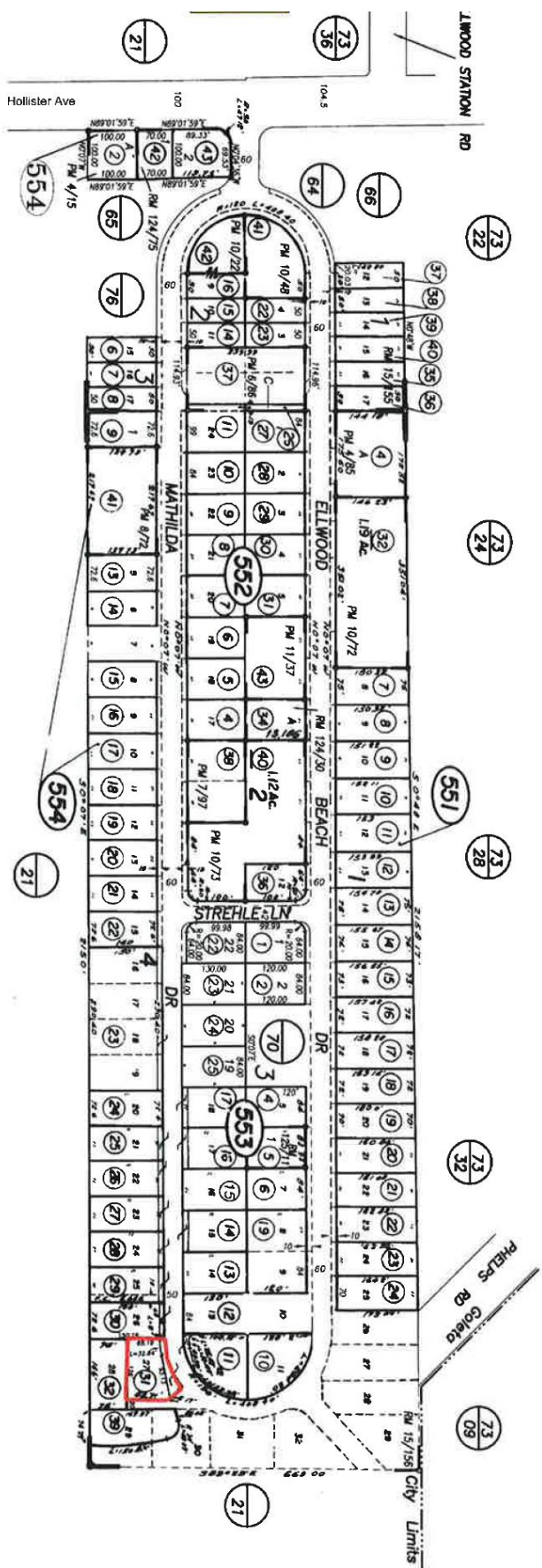
APN: 079-554-031

Attachment B

Map Depiction of Property

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

NOTICE
 Assessor Parcels are for tax assessment purposes only and do not indicate either partial legality or a valid building site.

City of Goleta
 Assessor's Map Bk. 079-Pg. 55
 County of Santa Barbara, Calif.
 (10/06) 553-20 Map 553-22 & 23
 553-21 Map 553-24 & 25