

**REAL PROPERTY PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS REAL PROPERTY PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this “Agreement”) is by and among the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as the “COUNTY”; La Cumbre Mutual Water Company, a corporation, hereinafter referred to as “OWNER”; and The Land Trust of Santa Barbara County, a California nonprofit public benefit corporation, hereinafter referred to as “LAND TRUST” with reference to the following:

RECITALS

WHEREAS, OWNER is the owner of that certain real property in the County of Santa Barbara, State of California, located along Modoc Road, Santa Barbara, California and more particularly described as Assessor’s Parcel Numbers 061-220-009, 061-220-010, 061-261-001, hereinafter referred to as the “Project Property” as described in Exhibit 1, attached hereto and incorporated herein by reference; and

WHEREAS, The LAND TRUST is the holder of a Conservation Easement encumbering the Project Property as described in the Deed of Conservation Easement, attached as Exhibit 2, and is the entity responsible for monitoring and enforcing the terms of the Conservation Easement to protect the conservation values, including the right to determine if proposed activities on the Project Property are consistent with the Conservation Easement; and

WHEREAS, COUNTY has plans to construct a public multi-use path across portions of the Project Property. COUNTY intends to construct said path consistently with the Conservation Easement restrictions. Said public path is referred to as the Modoc Multi-Use Path, hereinafter referred to as the “Project”; and

WHEREAS, COUNTY desires to purchase from OWNER a permanent easement for the construction of the Project and an adjacent temporary construction easement across those portions of the Project Property that are described in the Easement Agreement, a copy of which is attached hereto as Exhibit 3, (the “Project Easement Agreement”) and which includes legal descriptions of the multi-use path easement and the associated temporary construction easement areas, which collectively are hereinafter referred to as the “Project Easements”; and

WHEREAS, plans for the Project are attached hereto as Exhibit 4 (the “Project Plans”), and COUNTY and OWNER jointly seek to confirm and document the LAND TRUST’s determination that the planned Project and the Project Easements are consistent with the Conservation Easement and the LAND TRUST’s design guidelines, the latter of which are attached hereto as Exhibit 5, with such initial determination being effectuated through approval of this Agreement by the LAND TRUST as a party to this Agreement, and with any subsequent approval, if needed, as provided in this Agreement; and

WHEREAS, in conjunction with this Agreement, OWNER desires to finalize a long-term lease for its existing Well #18, which is located on COUNTY property, consisting of 8,425 square

feet for the site of Well #18 (APN 061-040-023, referred to herein as “Well #18 Property”), and additional permits from the COUNTY across portions of COUNTY property for waterlines and utility services associated with and as needed for the operation of Well #18; and

WHEREAS, COUNTY, OWNER, and LAND TRUST, collectively hereinafter referred to as the “Parties” to this Agreement, agree to enter into this Agreement regarding the Project and the granting of Project Easements to COUNTY, and the completion of the Well #18 Lease and associated permits to OWNER, and mutually agree to said Project and Project Easements per the terms and provisions defined in this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the Parties hereto agree as follows:

1. SALE AND PURCHASE PRICE: Subject to the terms and conditions contained in this Agreement, COUNTY agrees to purchase from OWNER, and OWNER agrees to convey to COUNTY, the Project Easements described in the Project Easement Agreement executed by OWNER concurrently with this Agreement.

A. The Parties agree that OWNER shall remise, release, and convey to COUNTY and COUNTY shall accept all right, title, and interest in and to the Project Easements conveyed in the Project Easement Agreement.

B. The total consideration to OWNER for the granting of the Project Easements and the recordation of the Project Easement Agreement shall be the County’s performance of its obligations contained in this Agreement, including but not limited to the issuance of a Lease to OWNER for its Well #18, the value of which in their totality the Parties agree corresponds to the value of the Project Easements to be conveyed to the COUNTY.

C. Upon final execution by COUNTY, COUNTY shall return a copy of this Agreement to OWNER and to the LAND TRUST.

D. Once the Agreement has been fully executed by the Parties, including acceptance by the County Board of Supervisors, COUNTY shall be responsible for delivering the Project Easement Agreement to First American Title Company for recordation in the official records of the County.

E. **Conditions Precedent:** In addition to the other terms and conditions contained in this Agreement, COUNTY’s obligation to purchase the Project Easements identified in the Project Easement Agreement shall be expressly subject to and conditioned upon the fulfillment of each of the following conditions precedent. These conditions are for the sole benefit of COUNTY and may be waived or deemed satisfied by COUNTY in COUNTY's sole and absolute discretion.

- i. COUNTY securing all necessary funding to finance the Project. Funding commitments and approval must be obtained before the contemplated purchase can be completed.

- ii. Completion of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) environmental review processes, if and as applicable for this transaction as determined by COUNTY in its sole and absolute discretion. The COUNTY adopted a Mitigated Negative Declaration for the Project on November 1, 2022. The COUNTY retains the discretion to conduct additional environmental review under CEQA upon a determination that such review is required under State CEQA Guidelines Section 15162. No legal obligations will exist unless and until the CEQA environmental review process is completed and this contingency is removed by COUNTY.
- iii. Compliance by COUNTY with the requirements of California Government Code 65402(c).

In the event any of the foregoing conditions are not fulfilled or waived before the Closing Date as defined below, COUNTY, at its election by written notice to OWNER, may terminate this Agreement and be released from all obligations under this Agreement. Alternatively, COUNTY may agree with OWNER to extend the date of closing to allow sufficient time to satisfy these conditions.

2. AGREEMENT TERMS:

A. In exchange for OWNER'S conveyance of the Project Easements to COUNTY, COUNTY agrees to the following conditions:

- i. If substantial changes to the Project Plans are proposed requiring additional environmental review under CEQA as contemplated in Paragraph 1.E.ii above or otherwise, COUNTY will obtain both OWNER's and LAND TRUST's approval of such changes before proceeding with any such changes to the Project or the Project Plans.
- ii. COUNTY will coordinate with OWNER and provide a minimum of sixty (60) days advance notice to OWNER and LAND TRUST of Project construction commencement, so that OWNER can plan and install the following three facilities identified below prior to commencement of construction of the Project before the termination of the 60-day advance notice period. The three facilities are as follows:
 - a. Modoc Road and Obern Trail, including 20' of C900 PVC 6" and 8" pipelines, valves, fittings and labor.
 - b. Modoc Road and Encore Drive, including 20' of C900 PVC 6" pipeline, valves, fittings and labor.
 - c. Modoc Road and Via Zorro, including 20' of C900 PVC 10" and 12" pipelines, valves, fittings and labor.
- iii. COUNTY agrees to finalize and issue a Lease to OWNER for its Well #18, in the form attached hereto as Exhibit 6. COUNTY agrees to deliver said lease to OWNER for execution and to execute such lease prior to the Closing Date, as defined below.

- iv. COUNTY will issue an encroachment permit to OWNER for a pipeline connecting Well #18 (via Hollister Ave and Arboleda Rd) to the existing raw-water supply pipeline on Nueces Road. OWNER agrees to complete the COUNTY's encroachment permit application submittal process and comply with all permit requirements. No application fee will be charged to OWNER by COUNTY in conjunction with processing and issuing said permit.
- v. COUNTY will issue an encroachment permit to OWNER to install a new water pipeline near Via Senda. OWNER agrees to complete the COUNTY's encroachment permit application submittal process and comply with all permit requirements. No application fee will be charged to OWNER by COUNTY in conjunction with processing and issuing said permit.
- vi. COUNTY understands and acknowledges that OWNER leases nearby real property to the Hope Ranch Trails Association (HRTA). County agrees not to restrict access to the HRTA during construction of the Project.
- vii. As part of the COUNTY's implementation of the required mitigation for the Project, and the COUNTY's desire to exceed those minimum requirements and provide additional public benefit through preservation of existing open space adjacent to the multi-use path, and as necessary to secure the LAND TRUST's determination that the planned Project and the Project Easements are consistent with the Conservation Easement, COUNTY agrees:
 - a. To install a fence along the full distance of the Project Easement for the full length of the Project Property along Modoc Road, as shown in the approved Project Plans. The location of the fence will be designed with the intention of deterring unauthorized public access to all privately owned property, especially the Modoc Preserve from the Project.
 - b. To revegetate all areas disturbed by the Project construction with native vegetation, at COUNTY's sole expense, and shall monitor and maintain such native vegetation for a period of at least 36 months following completion of Project construction, and further will maintain all revegetation within the permanent easement area conveyed by OWNER to COUNTY. COUNTY agrees that the LAND TRUST may designate plant types for such native revegetation.
 - c. To install the Project improvements per the Project Plans for the Project that are jointly approved by the Parties, as evidenced by the signatures on this Agreement.
 - d. To execute and record a restrictive covenant on the COUNTY-owned parcel AP#065-320-004 ("More Mesa Parcel") that would preserve the More Mesa Parcel and restrict its use for the benefit of the public (Exhibit 7).

B. OWNER agrees:

- i. To work cooperatively with COUNTY in conjunction with the completion of the Project improvements.
- ii. To diligently execute all documents in a timely manner as required to complete the lease and permits referenced hereinabove.
- iii. To make the facilities modifications referenced in Paragraph 2.A.ii.a through c. of this Agreement within sixty (60) days of the date of the Notice of commencement of Project construction issued by COUNTY to OWNER.

C. LAND TRUST agrees:

- i. To work cooperatively with COUNTY and OWNER in conjunction with the completion of the Project improvements and the associated modifications of OWNER's facilities.
- ii. To diligently execute all documents in a timely manner as required to complete the provisions of this Agreement.
- iii. Signatures of the LAND TRUST on this Agreement shall be deemed evidence of its finding of conformity of the Project Plans and the Project Easements with its Conservation Easement conditions on the Project Property, and shall be deemed the LAND TRUST's approval of the Project Plans and the Project Easements. The Project is deemed in conformity with the Land Trust's conservation easement provisions.

3. TRANSACTION FEES:

A. Escrow shall be opened with First American Title Company ("Title Company"), with instructions to be based upon the terms and conditions set forth herein, and COUNTY shall deliver a copy of this Agreement to the Title Company along with the original Project Easement Agreement and County-signed Certificate of Acceptance. On behalf of the COUNTY and OWNER and the LAND TRUST, their properly designated representatives shall execute the necessary title and recordation instructions and/or additional documents which may be required to complete the closing of this real property transaction. This Agreement shall constitute the basic instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Agreement. In case of conflict between this Agreement and any of the transactional processing documents, the terms of this Agreement shall govern. COUNTY at its sole discretion may choose to process this transaction as a title-only transaction through First American Title Company rather than utilizing a full escrow process.

B. Title and other transactional processing fees shall be paid as follows:

- i. A Standard California Land Title Association owner's policy of title insurance covering the real property interests conveyed in the Project Easement Agreement shall be paid for by COUNTY.

- ii. OWNERS shall pay for any additional title insurance coverage that may be required by the OWNER.
- iii. COUNTY shall pay for any additional title insurance coverage that may be required by the COUNTY.
- iv. COUNTY shall pay any required County Documentary Transfer Tax ("Transfer Tax"). COUNTY'S documents recorded in this transaction should be deemed exempt from such tax.
- v. COUNTY shall pay any subordination fees and other costs of monetary lien clearances as may be required to convey title to the Project Easements to COUNTY, free and clear of monetary encumbrances.
- vi. COUNTY shall pay all standard transactional processing fees except as otherwise required by this Agreement.

C. OWNER shall pay all transactional processing fees in the event that this Agreement is canceled by the OWNER prior to the Closing Date (defined below).

D. COUNTY shall pay all transactional processing fees in the event that this Agreement is canceled by COUNTY prior to the Closing Date (defined below).

E. The Closing shall be on or before December 1, 2024 (the "Closing Date"), or such other date if the Closing is extended pursuant to the terms herein or as the parties hereto mutually agree to in writing. The "Closing" is defined as the date that the Project Easement Agreement is recorded in the Santa Barbara County Recorder's office. The Parties acknowledge that the Well #18 Lease, the Encroachment Permits, and the More Mesa restrictive covenant referenced in Section 2 of this Agreement will all follow the Closing Date and will be processed outside of this Escrow. Escrow's Closing conditions shall include:

- i. the recordation of the Project Easement Agreement, which shall vest the Project Easements described therein in COUNTY.

4. TITLE AND DEED: Title to the Project Easements shall be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) known or unknown to OWNER and/or COUNTY, except:

- A. The Conservation Easement, to which the Project Easements will be subject.
- B. All easements or rights of way for public or quasi-public utility or public street purposes, if any, approved by COUNTY.
- C. All exceptions contained in the preliminary title report as may be approved by COUNTY.
- D. Property taxes for the Project Property for the fiscal year in which this transaction closes shall be satisfied in a manner consistent with California Revenue and Taxation Code Section 4986(a)(6). Escrow Officer is authorized to pay all delinquent taxes, if any, from the amount shown in Section 1, SALE AND PURCHASE PRICE, herein above. OWNER understands that pursuant to Section 4986(a)(6), OWNER may receive after the Close of Escrow, either 1) an unsecured

property tax bill from the County of Santa Barbara Treasurer-Tax Collector for real property taxes that may be due on the Project Property; or 2) a County of Santa Barbara warrant from the County of Santa Barbara Auditor-Controller to reimburse OWNERS for any prepaid property taxes that may be canceled for the Project Property. OWNER shall pay any such amounts in accordance with the terms of such tax bill or warrant.

The COUNTY shall pay for the cost of a Preliminary Title Report covering said Project Property from said Title Company in Section 2 above. COUNTY shall have the right to review the Preliminary Title Report and disapprove in writing, those items disclosed in the Preliminary Title Report prior to the Closing. OWNER shall have the right within ten (10) days from receipt of notice of disapproval to correct the condition(s) that adversely affect said Project Property as determined by COUNTY in its discretion. If OWNER does not correct any such condition, COUNTY may terminate this Agreement or pursue other means of perfecting title, at COUNTY's sole discretion.

Closing related to the Project Easement Agreement shall be automatically extended for thirty (30) days where there is a need for OWNER to correct an adverse condition unless OWNER refuses to correct such condition or unless correction requires more than thirty (30) days in which case Closing shall be extended to the date of refusal or date of correction respectively.

5. TITLE COMPANY OBLIGATIONS: Title Company shall be obligated as follows:

- A. Provide a current preliminary title report covering the real properties which are the subject of the Project Easement Agreement, at COUNTY's expense;
- B. At Closing, the Project Easement Agreement and its Certificate of Acceptance shall be recorded concurrently, vesting all rights, title and interests described in the Project Easement Agreement in COUNTY;
- C. Issue or have issued to COUNTY the California Land Title Association policy of title insurance required herein;
- D. To obtain subordinations from any holders of liens against the Project Property and record them concurrently in the Santa Barbara County Recorder's Office with the executed Project Easement Agreement, and deliver the recorded easements to COUNTY ;
- E. Provide COUNTY and OWNER and the LAND TRUST with Conformed Copies of all recorded documents pertaining to this Agreement; and
- F. Provide COUNTY and OWNER and the LAND TRUST a confirmation of Project Easement Agreement recordation.

6. COUNTY OBLIGATIONS: The COUNTY shall be obligated as follows:

- A. COUNTY shall timely deliver to Title Company all documents and fees required to be deposited by COUNTY under this Agreement.
- B. COUNTY shall be responsible to pay for any and all costs identified as COUNTY's costs as contained in this Agreement.

7. **REPRESENTATIONS AND WARRANTIES:** The Parties each represent and warrant that:

A. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Project Property or pending against OWNER, LAND TRUST, and/or COUNTY, which could affect OWNER'S title of the Project Property, or subject the OWNER of the Property to liability.

B. There are no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, or bankruptcy, reorganization or other proceedings pending against the OWNER restricting the Close of Escrow.

C. OWNER has not actually received any formal, written notice of any pending change in zoning from any governmental or quasi-governmental authority, which change would materially affect the present zoning or present use of the Properties. The term "formal written notice" as used in this Agreement shall mean that kind and method of notice which must legally be given to the owner of the Project Property, but shall not mean notice by publication.

D. OWNER will not subject the Project Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the execution of this Agreement that will not be eliminated prior to the Close of Escrow.

E. Neither the entering into this Agreement nor the performance of any of OWNER'S or LAND TRUST's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which OWNER and/or the LAND TRUST is a party.

F. Neither OWNER nor LAND TRUST has actually received any formal written notice of any presently uncured violation of any law, ordinance, rule or regulation (including, but not limited to, those relating to zoning, building, fire, health and safety) of any governmental, quasi-governmental authority bearing on the construction, operation, ownership or use of the Project Property.

G. OWNER represents and warrants there are currently no tenants having any rights, title or interests, possessory or otherwise, in the area being conveyed to COUNTY by said Project Easement Agreement, and no tenants will be occupying the Project Easement areas described in the Easement Agreement before and/or after the execution of this Agreement.

H. OWNER and LAND TRUST shall not enter into any rental or lease agreement affecting the Project Easements before and/or after the execution of this Agreement that will not be eliminated prior to the Closing. In the event the OWNER or LAND TRUST has entered and/or wish to enter into a rental and/or lease agreement for the Project Property, COUNTY at its sole option may terminate this Agreement.

Except for the warranties of Paragraphs d and h above, the representations in this Section 7 are made to the best of OWNER'S and LAND TRUST's knowledge after reasonable inquiry.

8. **OWNER'S OBLIGATIONS:** The OWNER shall be obligated as follows:

A. OWNER shall deliver to the Title Company an executed Project Easement Agreement conveying the rights therein described to COUNTY. The Project Easement Agreement shall be vested in "COUNTY OF SANTA BARBARA, a political subdivision of the State of California."

B. OWNER ensures that the Project Easements being conveyed to COUNTY are free and clear of any and all liens and encumbrances including the removal of financial indebtedness (excepting taxes), excepting only the LAND TRUST conservation easement.

C. OWNER shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Project Property and any and all taxes, assessments, and levies in respect to the Project Property prior to the Closing.

D. OWNER shall not record any covenants, conditions, or restrictions against the Project Property, including without limitation any application for annexation or development of the Project Property.

E. OWNER shall be responsible to pay for any and all costs identified as OWNER'S costs as contained in this Agreement. OWNER'S costs associated with this Agreement shall be paid by OWNER at the Close of Escrow from the purchase price as stated in Section 1 above.

F. OWNER shall timely deliver to Title Company all documents required to be deposited by OWNER under this Agreement.

G. OWNER shall remove any personal property, inventory or other personal materials including temporary trailers, containers, and debris from the portions of the Project Property described in the Project Easement Agreement within Seven (7) calendar days or sooner before the escrow Closing. In the event that any temporary trailers, containers, and debris are remaining in the Project Easement areas conveyed by the Project Easement Agreement five (5) calendar days before the Closing then COUNTY may, at its sole option, clear said items from the Project Easements, without further obligations or liability to OWNER.

9. COMMISSION AND LEGAL FEES: It is understood that each of the Parties to this Agreement represent themselves in this transaction and that any commission paid to any agent or broker or any fees paid to legal counsel in conjunction with this transaction shall be paid by the party who retained such agent or counsel.

10. GOOD FAITH DISCLOSURE BY OWNER: OWNER shall make a good faith disclosure to COUNTY of any and all facts, findings, or information on the Project Property, known to OWNER after reasonable inquiry, including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as dioxins, oils, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination. Any and all facts or information known by OWNER concerning the condition of the Project Property shall be delivered to COUNTY no later than ten (10) days following COUNTY's execution of this Agreement. Except for the disclosure requirements of this Section 10 and the representations and warranties provided elsewhere in this Agreement, COUNTY is purchasing the easement rights described in the Project Easement Agreement "as is" without further representations or warranties of OWNER.

If such facts or information provided by OWNER regarding the Project Property discloses conditions that adversely affect the continued or contemplated use of the Project Property, and that COUNTY reasonably deems unacceptable, or if COUNTY otherwise discovers such facts or

information through tests and/or surveys which disclose such conditions, and OWNER is unwilling or unable to correct such conditions to the reasonable satisfaction of COUNTY or any governmental body having jurisdiction, then COUNTY may, at its sole option, terminate this Agreement. Within ten (10) business days of actual receipt of said disclosure information, COUNTY shall notify OWNER of the conditions it deems unacceptable and the corrections desired and request OWNER, at OWNER's expense, to correct the condition(s) affected thereby to the reasonable satisfaction of COUNTY and/or any governmental body having jurisdiction. Failure to so correct shall be grounds for termination of this Agreement.

11. INSPECTION BY COUNTY: COUNTY upon not less than 24-hour notice to the OWNER and the LAND TRUST shall have the right of entry onto the Project Easements described in the Project Easement Agreement to conduct such non-invasive and non-intrusive inspections and testing thereon as are, in COUNTY's reasonable discretion, necessary to reasonably determine the condition of such areas. The scope of any such testing or inspection which requires physical sampling shall be subject to:

A. The requirement that COUNTY conduct all such inspections and testing, including the disposal of samples taken, in accordance with applicable law and at no cost or liability to OWNER. COUNTY shall complete such inspections and testing and shall restore all areas of the Project Property to its pre-test and pre-inspection condition as near as is practicable.

If any toxins or contaminants discovered, COUNTY shall notify OWNER immediately and OWNER shall have the right, but not the responsibility to take any actions in response to such notifications that it deems necessary in its sole and absolute discretion. If OWNER elects not to take actions in response to such notifications, then, notwithstanding other provisions contained herein, OWNER and/or COUNTY shall have the right at any time prior to the Close of Escrow to terminate this Agreement with no further liability.

COUNTY shall give OWNER and the LAND TRUST written notice prior to the commencement of any testing or inspections in, on or about the Project Property, and OWNER shall have the right to post Notices of Testing, and/or Notices of Non-responsibility as provided by law. All testing on the Project Property shall keep the Project Property free and clear of claims, charges and/or liens for labor and materials, and COUNTY shall defend, indemnify and save harmless each OWNER and the LAND TRUST, and each of their officials, officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of, related to, or in connection with any such testing, inspection or entry by COUNTY, its partners, officers, directors, members, shareholders, independent contractors, agents, or employees.

12. RISK OF LOSS: If, following the date the parties enter into this Agreement, but prior to the Closing, the Project Property is materially damaged (as defined herein), COUNTY shall have the right, exercisable by giving written notice to OWNER within five (5) Business Days after receiving written notice of such damage or destruction (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as expressly provided elsewhere in this Agreement), and any money or documents shall be returned to the party depositing the same and COUNTY shall be responsible for any title or escrow cancellation fee, or (ii) to accept the property rights described in the Project Easement Agreement in their then condition, without a reduction in the Purchase Price.

In the event the Project Property is damaged but the damage does not qualify as material (as defined herein) COUNTY shall receive an assignment of OWNER’S right to any insurance proceeds payable by reason of such damage or destruction and a credit at Closing for any deductible under OWNER’S insurance policies. For the purpose of this Section 12, damage to the Project Property shall be deemed to be “material,” or involve a material portion, if the cost of restoration or repair of such damage exceeds \$20,000.

13. DEFAULTS AND DAMAGES. Upon the breach by OWNER of any of the representations and warranties contained in this Agreement, or the default by OWNER in the performance of any other obligation of OWNER set forth in this Agreement, COUNTY’s sole and exclusive remedies shall be to exercise the following remedies: (a) COUNTY may terminate this Agreement by delivery of written notice to OWNER, in which event OWNER shall be responsible for the costs of escrow; or (b) COUNTY may institute proceedings in any court of competent jurisdiction to specifically enforce the performance by OWNER of the terms of this Agreement.

Upon the breach by COUNTY of any of the representations and warranties contained in this Agreement, or the default by COUNTY in the performance of any other obligation of COUNTY set forth in this Agreement, OWNER’s sole and exclusive remedies shall be to exercise the following remedies: (a) OWNER may terminate this Agreement by delivery of written notice to COUNTY, in which event COUNTY shall be responsible for the costs of escrow; or (b) OWNER may institute proceedings in any court of competent jurisdiction to specifically enforce the performance by COUNTY of the terms of this Agreement.

14. TIME OF ESSENCE: Time is of the essence in the performance by the parties in respect to this Agreement.

15. NOTICES: All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, COUNTY may also provide notices, documents, correspondence or such other communications to OWNER, LAND TRUST, or their Representatives by personal delivery or by first class mail postage prepaid and any such notices, documents, correspondence and communications so given shall be deemed to have been given upon actual receipt.

- IF TO OWNER:

La Cumbre Mutual Water Company
695 Via Tranquila
Santa Barbara, CA 93110-2229
Telephone: (805) 967-2376
Email: office@lacumbrewater.com
- IF TO LAND TRUST:

The Land Trust for Santa Barbara County
PO Box 91830
Santa Barbara, CA 93190
Telephone: (805) 966-4520
Email: mhendricks@sblandtrust.org

IF TO COUNTY: County of Santa Barbara
Department of Public Works.
Attn: Chris Sneddon
105 E. Anapamu Street
Santa Barbara, CA 93101
Telephone: (805) 568-3000
Email: csneddo@countyofsb.org

IF TO TITLE OFFICER: First American Title Company
Title No. 4201-7028156
3780 State Street
Santa Barbara, CA 93105
Telephone: (805) 569-6154
Email: SBTitleTeam@firstam.com

16. SUCCESSORS: This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, executors, successors and assignees of the Parties to this Agreement.

17. ASSIGNMENT PROHIBITION: COUNTY shall not assign its rights or delegate its duties under this Agreement, without the prior written consent of OWNER, which consent may be withheld. Any sale, assignment, or other transfer in violation of this Section 17 shall be null and void.

18. WAIVERS: No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

19. CONSTRUCTION: Section headings are solely for the convenience of the Parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice-versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if the Parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

20. FURTHER ASSURANCES: Whenever requested by the other party, each party shall execute, acknowledge and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and all further instruments and documents as may be necessary, expedient or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

21. THIRD PARTY RIGHTS: Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

22. **INTEGRATION:** This Agreement contains the entire agreement between the Parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the Parties respecting the purchase of the property interests described in the Project Easement Agreement.

23. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.

24. **SURVIVAL:** The indemnification provisions of this Agreement shall survive termination and shall be binding on all successors in interest to the Project Property as provided in Section 16 above. In addition, all provisions of this Agreement that by their terms may or are intended to be performed after the recording of the Project Easements, will survive.

25. **AMENDMENT:** This Agreement may not be amended or altered except by a written instrument executed by all Parties.

26. **PARTIAL INVALIDITY:** Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.

27. **INDEMNIFICATION:** OWNER covenants and agrees that all material representations regarding the Project Property are true and correct to the best of their knowledge and OWNER agrees to fully indemnify and hold harmless COUNTY for all liability, claims, demands, damages and costs that may arise should the Project Property be other than that which was represented and warranted.

28. **EXHIBITS:** All exhibits are incorporated in this Agreement by reference.

29. **AUTHORITY OF PARTIES:** All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party. OWNER represents and warrants that it is the sole owner of the Project Property and is authorized to execute this Agreement, to consummate the transactions contemplated hereby, and no additional signatures are required. COUNTY represents and warrants that it is the sole owner of the Well #18 Property and is authorized to execute this Agreement, to consummate the transactions contemplated hereby, and no additional signatures are required. LAND TRUST represents and warrants that it is authorized to execute this Agreement and to consummate the transactions contemplated hereby.

30. **GOVERNING LAW:** The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.

31. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the Parties utilize facsimile or otherwise scanned transmitted documents or electronically transmitted documents which include digital signatures, such documents shall be accepted as if they bore original signatures provided that the signature and execution comply with the California Uniform Electronic Transactions Act. Without limiting the foregoing, the Parties

agree that signatures effected and delivered through the DocuSign service will satisfy this requirement. The foregoing notwithstanding, original signatures shall be required for the Project Easement Agreement; facsimile, scanned, and/or electronic signatures shall not be accepted for the Project Easement Agreement. In the event that the Santa Barbara County Recorder’s Office requires original signatures for other documents, the Parties shall produce such original signatures within seventy-two (72) hours or at such other time as the Parties mutually agree. Funds shall not be released until such time the Santa Barbara County Recorder’s Office has received and accepts documents bearing original signatures by the OWNER. The Parties may agree to extend the Closing Date in order to obtain the necessary original signatures.

IN WITNESS WHEREOF, COUNTY and OWNER and LAND TRUST have executed this Purchase Agreement and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY.

“OWNER”
La Cumbre Mutual Water Company, a corporation

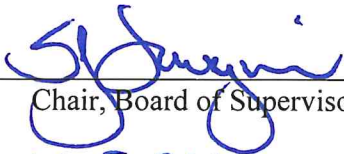
| | |
|--------------|--------------|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

“LAND TRUST”
The Land Trust of Santa Barbara County, a California nonprofit public benefit corporation

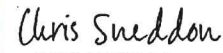
| | |
|--------------|--------------|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Signatures continue on following page

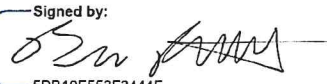
“COUNTY”
COUNTY OF SANTA BARBARA
Steve Lavagino

By: 
Chair, Board of Supervisors
Date: 11-5-24

RECOMMENDED FOR APPROVAL:

DocuSigned by:
By: 
67CEC4FE68B848C...
Chris Sneddon, Director
Public Works Department
Date: 10/25/2024 | 11:20 AM PDT

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: 
5DB10F553F3444F...
Deputy County Counsel

APPROVED:

DocuSigned by:
By: 
8D2ADCC4984A489...
Mostafa Estaji
Deputy Public Works Director

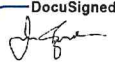
- Exhibit 1: Project Property
- Exhibit 2: Deed of Conservation Easement (9/1/1999)
- Exhibit 3: Project Easement Agreement
- Exhibit 4: Project Plans
- Exhibit 5: Design Guidelines, Land Trust of Santa Barbara
- Exhibit 6: Lease for Well #18
- Exhibit 7: Declaration of Restrictive Covenant

Acquisition: Modoc Road, Santa Barbara, California
APN: 61-220-009, -010, 061-261-001


ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

APPROVED AS TO FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
By: 
6BAAEA15901943F...
Deputy Auditor-Controller

APPROVED AS TO FORM:

Signed by:
By: 
05F555F00269468...
Greg Milligan, ARM
Risk Manager

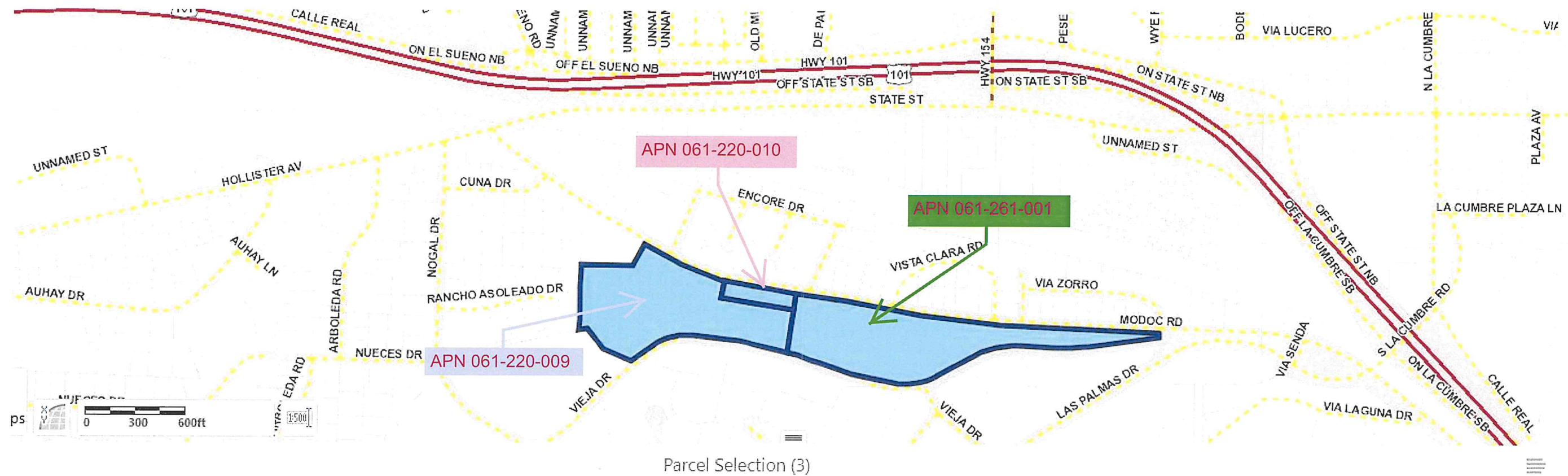
APPROVED:

DocuSigned by:
By: 
AB6DED76EAF541F...
Skip Grey, Assistant Director
General Services-Real Property


Exhibit 1:
Project Property Parcel Maps

Exhibit 1: Project Property





| APN | Owner | Acreage | LandUse | MCity | MZip | TractName | RecMapBook |
|-------------|------------------------|---------|-----------------------|---------------|-------|-------------------------|-------------|
| 061-261-001 | LACUMBRE MUTUAL WAT... | 14.16 | UTILITY,WATER COMPANY | SANTA BARBARA | 93110 | LA CUMBRE ESTATES NO. 1 | 015/117-117 |
| 061-220-009 | LACUMBRE MUTUAL WAT... | 12.26 | UTILITY,WATER COMPANY | SANTA BARBARA | 93110 | LA CUMBRE ESTATES NO. 1 | 015/117-117 |
| 061-220-010 | LACUMBRE MUTUAL WAT... | 1.3 | UTILITY,WATER COMPANY | SANTA BARBARA | 93110 | LA CUMBRE ESTATES NO. 1 | 015/117-117 |

| | | | | | | | | | | | | |
|---|--|-------------------|--|---|--|---------------|--|-------|-------------|-------------------------------------|-----------|---|
| CONSTRUCTION STARTED: | | PROJECT ENGINEER: | |  | COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION | DESIGN BY: | CHECKED BY: | SCALE | PROJECT NO. | MODOC MULTI-USE PATH PHASE II | SHEET NO. | |
| CONSTRUCTION COMPLETED: | | | | | | ALMA D GARCIA | JESUS HERNANDEZ | NTS | 862416 | | X OF X | |
| RECORD DRAWING APPROVED BY: | | DATE | | | | DRAWN BY: | CONSTRUCTABILITY REVIEW BY: | | | | FILE NO. | |
| SURVEY CHECKED BY: | | | | | | ALMA D GARCIA | BRENT CLAVIN | | | | | |
| FOR REDUCED PLANS ORIGINAL SCALE IN INCHES | | | | | | 0 1 2 3 | DISREGARD PRINTS BEARING EARLIER REVISION DATES | | | | | REVISION DATES (PRELIMINARY STAGE ONLY) |

G:\Transportation\Projects\862416 Modoc AIP path\DESIGN\100 Preliminary Engineering\CAD\862416_Proposed Design.dwg, L:10 (not using), Sep 27, 2024 4:32pm, a.garcia

Exhibit 2:
Deed of Conservation Easement for the
Modoc Preserve

Exhibit 2

1999-0069145

Recorded
Official Records
County Of
SANTA BARBARA
KENNETH A. PETTIT
Recorder
LARRY G. HERRERA
Assistant
09:46AM 01-Sep-1999

REC FEE 61.00
AES
Page 1 of 19

Recording Requested by and When Recorded Mail To:

LAND TRUST FOR SANTA BARBARA COUNTY
P.O. Box 91830
Santa Barbara, California 93190
Telephone: (805) 966-4520

19

DEED OF CONSERVATION EASEMENT

This DEED OF CONSERVATION EASEMENT is made this 18th day of May 1999, by LA CUMBRE MUTUAL WATER COMPANY, a California nonprofit mutual water corporation ("LANDOWNER"), in favor of THE LAND TRUST FOR SANTA BARBARA COUNTY, a California nonprofit public benefit corporation ("LAND TRUST"), for the purpose of granting in perpetuity the Conservation Easement and associated rights described below.

WHEREAS, LANDOWNER is the owner in fee simple of certain real property located in the unincorporated portion of the County of Santa Barbara, State of California, identified as Assessor's Parcels No. 61-220-09, 61-220-10 and 61-261-01, and more particularly described in "Exhibit A" attached hereto and incorporated herein by this reference and delineated on the map attached as "Exhibit C" ("Property"); and

WHEREAS, a portion of the Property, identified as the "Easement Area" and described in "Exhibit B" and delineated on the map attached as "Exhibit C", remains in a substantially undisturbed natural condition and the Easement Area possesses unique and significant natural, open space, scenic, wetlands, ecological and wildlife habitat values (collectively "Conservation Values") of great importance to LANDOWNER, the people of Santa Barbara County and the people of the State of California; and

WHEREAS, the Easement Area possesses outstanding Conservation Values and consists in part of vernal marsh, southern willow scrub, annual grassland and oak woodland habitat with significant natural, open space, scenic, wetlands, ecological and wildlife habitat values, the preservation and management of which is consistent with the present and continued use of the Property for urban open space, injection and extraction water wells (including access roads, pipelines, utility lines and associated equipment), equestrian facilities and educational purposes; and

WHEREAS, LANDOWNER intends that the Conservation Values of the Easement Area be preserved and maintained by permitting only those land uses in the Easement Area that do not significantly impair or interfere with those Conservation Values; and

WHEREAS, the County of Santa Barbara has established an Open Space Element and other policies and zoning ordinances to help preserve Santa Barbara County's wetlands, wildlife habitat and open space lands; and

WHEREAS, LANDOWNER intends, as the owner of the Property, to convey to LAND TRUST the right to preserve and protect the Conservation Values of the Easement Area in perpetuity; and

WHEREAS, LAND TRUST is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code and Section 23701d of the California Revenue & Taxation Code, whose primary purpose is the preservation and protection of land in its natural, open space, scenic and wildlife habitat condition; and

WHEREAS, the LAND TRUST agrees, by acceptance of this Easement, to honor the intentions of LANDOWNER stated herein to preserve and protect in perpetuity the Conservation Values of the Easement Area for the benefit of this generation and future generations to come; and

WHEREAS, the specific Conservation Values of the Easement Area are further documented in an inventory of relevant features of the Property, dated SEPT 15, 1999, on file in the office of LAND TRUST ("Baseline Inventory") and incorporated herein by reference, which consists of reports, maps, photographs and other documentation that the parties agree provides an accurate representation of the Easement Area as of the date of this Easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California, including Sections 815-816 of the California Civil Code, LANDOWNER does hereby voluntarily grant to LAND TRUST a Conservation Easement ("Easement") in perpetuity over those portions of the Property described in "Exhibit B" attached hereto and incorporated herein by reference ("Easement Area") of the nature and character and to the extent hereinafter set forth, and LAND TRUST hereby accepts said Easement.

1. **PURPOSE.** It is the purpose of this Easement to assure that the Easement Area within the Property will be retained in perpetuity in its natural, open space, scenic, wetlands, ecological and wildlife habitat condition, use and utility, and to prevent any use of the Easement Area that would significantly impair or interfere with the Conservation Values. LANDOWNER intends that this Easement, except as noted herein, will confine the use of the Easement Area to such activities, including, without limitation, those relating to ecological research, open space, wetlands and wildlife preservation which are consistent with the purpose of this Easement.

2. **AFFIRMATIVE RIGHTS CONVEYED TO LAND TRUST.** To accomplish the purpose of this Easement, the following rights and interests are conveyed to LAND TRUST by this Easement:

(a) **Identify Resources and Values.** To identify, preserve and protect in perpetuity 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, to conduct research on and make scientific observations of the ecological systems, to manage, maintain and/or restore the Conservation Values, and to monitor the uses and practices regarding the Easement Area to determine whether they are consistent with this Easement. Such entry shall be permitted upon prior notice to LANDOWNER, and shall be made in a manner that will not unreasonably interfere with LANDOWNER'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 of this Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use.

(d) **Provide Signage.** To erect and maintain a sign or signs or other appropriate markers in prominent locations on the Basement Area, visible from a public road, bearing information indicating that the Easement Area is protected by LANDOWNER and LAND TRUST. The wording of the information shall be determined by LANDOWNER and LAND TRUST, but shall clearly indicate that the Property is privately owned and open to the public only along designated trails. LAND TRUST shall be responsible for the costs of erecting and maintaining such signs or markers.

3. **PERMITTED USES AND PRACTICES.** LANDOWNER and LAND TRUST intend that this Easement shall confine the uses of the Easement Area to open space, equestrian, pedestrian, educational and water company uses, and such other related uses as are described herein. Such uses shall not result in soil degradation or erosion, or pollution or degradation of any surface waters which significantly impact the existing wetlands, uplands or wildlife habitat, or result in impairment of open space vistas, and shall be consistent with the purpose of this Easement. The following uses and practices, if in accordance with federal, state and local laws and ordinances, and to the extent not inconsistent with the purpose of this Easement, are permitted:

(a) **Water Company Uses.** Except as specifically prohibited in Paragraph 4, to utilize the Easement Area for water recharge and extraction of underground water resources, with utility access including but not limited to water extraction and injection wells, access roads, pipelines and electric lines for operation and maintenance of water wells ("Water Company Uses").

(b) **Equestrian Use.** To allow LANDOWNER to utilize the Easement Area for equestrian purposes, including but not limited to trails.

(c) **Educational Uses.** To allow LANDOWNER to install and maintain facilities for educational purposes, including gardens and field study areas, and the public utilities necessary for their use. Such uses shall not include the construction of occupied buildings, roads or parking areas, either temporary or permanent.

(d) **Natural Resources Management, Restoration and Enhancement.** To make improvements which are intended to manage, restore or enhance the natural resource values within the Easement Area, including but not limited to alterations of topography or water courses, removal of non-native plants including trees, planting of additional appropriate plants, construction of trails.

bridges, and installation of related improvements for resource management, educational or scientific purposes.

(e) **Construction, Maintenance and Repair.** To maintain, repair and replace existing structures, fences, roads, ditches, water wells, water lines and other improvements in the Easement Area; and to construct additional improvements accessory to the permitted uses of the Easement Area. The LANDOWNER shall obtain the prior written approval of LAND TRUST for the construction of any such additional improvements, which consent shall not be unreasonably withheld. Prior notice and approval of the LAND TRUST are not required to maintain, repair or replace existing improvements.

(f) **Control of Animals and Plants.** To control problem animals and plants by the use of selective control techniques.

(g) **Utility Easements.** To provide for easements to private, public and quasi-public utilities in furtherance of the purpose of this Easement.

(h) **Public Access.** To allow public access to the Easement Area via a system of designated trails. The LANDOWNER and LAND TRUST shall establish appropriate restrictions on, and measures to manage, public access to the Easement Area, including but not limited to fences, gates, vehicle barriers, signs and time-of-use rules to ensure public safety and protection of the Conservation Values of this Easement.

4. **PROHIBITED USES.** Any activity on or use of the Easement Area that is inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are inconsistent with the Conservation Values of this Easement and are expressly prohibited:

(a) **Subdivision.** The division, subdivision, or de facto subdivision of the Easement Area.

(b) **Commercial or Industrial Uses.** The establishment of any commercial or industrial uses within the Easement Area, including the construction, placement or erection of any commercial signs or billboards; provided, however, that neither equestrian, water well nor educational uses as contemplated by the provisions of this Easement shall be considered commercial or industrial uses.

(c) **Roads or Structures.** The construction of any road or structure within the Easement Area, except as provided in this Easement.

(d) **Motorized Vehicles.** The use of motorized and/or off-road vehicles, except by LANDOWNER or others under LANDOWNER's control for equestrian, water well, utility, educational, maintenance, restoration or emergency uses of the Easement Area.

(e) **Dumping or Disposal.** The dumping or other disposal of wastes, refuse or debris on the Easement Area.

(f) **Erosion.** Any use or activity in the Easement Area which causes significant degradation of topsoil quality, significant pollution or a significant increase in the risk of erosion.

(g) **Alteration of Topography.** Any alteration of the general topography or natural drainage of the Easement Area, including, without limitation, the excavation or removal of soil, sand, gravel or rock, except as may be required for permitted uses within the Easement Area.

(h) **Watercourses.** The alteration or manipulation of watercourses located in the Easement Area or the creation of new water impoundments or watercourses for any purpose other than permitted uses of the Easement Area or enhancement of natural habitat or wetland values.

(i) **Other Incompatible Uses.** Any use of the Easement Area which may generate significant noise, traffic, dust, artificial lighting or crowds; or which may significantly impair or interfere with the natural, open space, scenic, wetlands, ecological and wildlife habitat values of the Easement Area.

5. **RESERVED RIGHTS.** LANDOWNER reserves to itself, and to its personal 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 Easement Area that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) **Water Rights.** All right, title, and interest in and to all tributary and non-tributary water, water rights, and related interest in, on, under or appurtenant to the Property; provided, however, that such water rights are used in a manner consistent with the purpose of this Easement.

(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, shall not damage, impair or endanger the protected Conservation Values of the Easement Area, and shall be limited to such activities as are permitted under Internal Revenue Code Section 170(h)(5) and applicable Treasury Regulations.

(c) **Property Management.** LANDOWNER may elect to assign certain responsibilities for planning, oversight and management of activities within the Easement Area to a management committee or site manager of LANDOWNER'S choice. LANDOWNER agrees to inform LAND TRUST of the scope of responsibilities so assigned, and further agrees to ensure that all activities undertaken by any assigned management entity are fully consistent with the terms of this Easement. LAND TRUST agrees to work cooperatively with any assigned management entity to further the purposes of this Easement.

6. **NOTICE AND APPROVAL.** The purpose of requiring LANDOWNER to notify LAND TRUST prior to undertaking certain permitted activities is to afford LAND TRUST an adequate opportunity to monitor the activities in question to ensure that the permitted uses as defined in Paragraph 3 are designed and carried out in a manner that is consistent with the purpose of this Easement. Whenever notice is required, LANDOWNER shall notify LAND TRUST in writing not less than thirty (30) days prior to the date LANDOWNER 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 LAND TRUST to make an informed judgment as to its consistency with the purpose of this Easement. LAND TRUST shall respond in writing within twenty (20) days of receipt of LANDOWNER's written request. LAND TRUST's approval may be withheld only upon a reasonable determination by LAND TRUST that the action as proposed would be inconsistent with the purpose of this Easement.

7. **ARBITRATION.** If a dispute arises between the parties concerning the consistency of any existing or proposed use or activity with the purpose of this Easement, either party is encouraged to refer the dispute to mediation first, or if that fails, to arbitration as an alternative to judicial proceedings, by request made in writing upon the other. If the other party agrees to such arbitration, any and all disputes, controversies and claims arising out of or relating to this Easement or concerning the respective rights or obligations hereunder of the parties hereto shall be settled and determined by arbitration in Santa Barbara, California, pursuant to the then existing provisions of the California Code of Civil Procedure relating to Arbitration (Code of Civil Procedure Section 1280 et seq.) The arbitrators shall have the power to award specific performance or injunctive relief and reasonable attorney's fees and expenses to any party in any such arbitration. The parties shall have the right to obtain discovery relating to the subject matter of any arbitration as provided in Code of Civil Procedure section 1283.05, including the right to take depositions as provided therein. The arbitration award shall be final and binding upon the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The service of any notice, process, motion or other document in connection with an arbitration under this Easement, or for the enforcement of any arbitration award hereunder, may be effectuated either by personal service upon a party or by certified or registered mail to the party at its address herein provided.

8. **LAND TRUST'S REMEDIES.**

(a) **Notice of Violation.** If LAND TRUST determines that a violation of any of the terms, conditions, covenants or restrictions contained in this Easement by LANDOWNER has occurred or is threatened, LAND TRUST shall give written notice to LANDOWNER of such violation and 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 Easement, to restore that portion of the Easement Area so injured.

(b) **Injunctive Relief.** If LANDOWNER fails to cure a violation which is the result of LANDOWNER's action within a thirty (30) day period after receipt of notice thereof from LAND TRUST, or fails to continue diligently to cure such violation until finally cured, LAND TRUST may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this 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 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.

(c) **Damages.** LAND TRUST shall be entitled to recover damages for violation of the terms of this Easement or injury to any of the Conservation Values protected by this Easement, including, without limitation, damages for the loss of Conservation Values. Without limiting

LANDOWNER's liability therefor, LAND TRUST, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

(d) **Emergency Enforcement.** If LAND TRUST, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the protected values of the Easement Area, LAND TRUST may pursue its remedies under this Paragraph without waiting for the period provided for correction to expire. LAND TRUST shall notify LANDOWNER in a timely fashion of any action either proposed or taken pursuant to this Paragraph.

(e) **Scope of Relief.** LAND TRUST's rights under this Paragraph shall apply equally to threatened as well as actual violations of the terms of this Easement. LAND TRUST'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.

(f) **Costs of Enforcement.** Any reasonable costs incurred by LAND TRUST in enforcing the terms of this Easement against LANDOWNER, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by LANDOWNER's violation of the terms of this Easement shall be borne by LANDOWNER; provided however that LANDOWNER shall not be responsible for any such costs of restoration necessary to remedy damage to the Easement Area caused by the conduct of third parties acting without permission of LANDOWNER. The prevailing party in any action brought pursuant to the provisions of this Easement shall be entitled to recovery of its reasonable costs of suit, including, without limitation, attorneys' fees, from the other party.

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

9. **LANDOWNER'S REMEDIES.** LANDOWNER may pursue all remedies available at law or in equity.

10. **ACTS BEYOND LANDOWNER'S CONTROL.** Nothing contained in this Easement shall be construed to entitle LAND TRUST to bring any action against LANDOWNER for any injury to or change in the Easement Area resulting from causes beyond LANDOWNER's control, including, without limitation, fire, flood, storm and earth movement, or actions by persons outside the control of LANDOWNER, or from any prudent action by LANDOWNER under emergency conditions, to prevent, abate or mitigate significant injury to the Property or lives or other property resulting from such causes. LANDOWNER shall cooperate with LAND TRUST to remedy any such injuries or damage to the Easement Area to the extent feasible.

11. **COSTS AND LIABILITIES.** LANDOWNER retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property for health and safety, including payment of property taxes and assessments of any kind, costs associated with fire management and zoning regulations, and maintenance of adequate comprehensive general liability insurance coverage. LANDOWNER remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state and local laws, regulations and requirements. LANDOWNER shall not be responsible for any costs associated with maintenance or repair of any additional improvements within the Easement area which may be made for open space, habitat restoration, educational, equestrian, pedestrian or public access purposes.

12. **INDEMNIFICATION.** LANDOWNER shall release and hold harmless, indemnify and defend LAND TRUST and its trustees, officers, members, employees, agents and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments or administrative actions ("Claims"), including, without limitation, reasonable attorneys' fees, arising from or in any way connected with (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent of the adjudicated proportionate fault of any of the Indemnified Parties; (b) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation or requirement, including, without limitation, environmental or hazardous waste provisions; and (c) the obligations and costs associated with the LANDOWNER responsibilities specified in Paragraph 11. LANDOWNER's indemnification obligation shall not apply to any Claims caused by or arising out of the active or passive negligence or willful misconduct of Indemnified Parties. Nothing herein shall impose any obligation on LANDOWNER to be responsible for or liable for consequential damages suffered by LAND TRUST.

13. **SUBSEQUENT TRANSFERS.** LANDOWNER agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, any leasehold interest. The failure of LANDOWNER to perform any act required by this Paragraph shall not affect the validity of such transfer nor shall it impair the validity of this Easement or limit its enforceability in any way.

14. **EXTINGUISHMENT.** If circumstances arise in the future which render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The proceeds, if any, from such extinguishment to which LAND TRUST shall be entitled, as determined by the court, shall be the stipulated fair market value of the Easement, or proportionate part thereof as determined by a qualified appraiser mutually agreed upon by LAND TRUST and LANDOWNER, or a court appointed appraiser if the parties cannot reach mutual agreement.

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 Easement, in whole or in part, LANDOWNER and LAND TRUST 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 LANDOWNER and LAND TRUST in connection with the taking or in lieu purchase shall be paid out of the amount recovered. The LAND TRUST share of the balance shall be determined by the pro rata percentage of the value of the Easement compared to the total value of the Property unencumbered by the Easement as determined by a qualified appraiser mutually agreed upon by LAND TRUST and LANDOWNER, or a court appointed appraiser if the parties cannot reach mutual agreement.

16. **SUBORDINATION.** If at the time of conveyance of this Easement, the Property is subject to any mortgage or deed or trust encumbering the Property, LANDOWNER shall obtain from the holder of any such mortgage or deed of trust an agreement to subordinate its rights in the Property to this Easement to the extent necessary for the LAND TRUST to enforce the purpose of this Easement in perpetuity and to prevent any modification or extinguishment of this 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 Easement shall be governed by the laws of the State of California.

(b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement.

(c) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, 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.

(d) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of LANDOWNER's title in any respect.

(f) **Successors in Interest.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective beneficiaries, personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) **Notices.** Any notice, demand, request, consent, approval, or other

communication that either party desires or is required to give to the other party shall be in writing and either delivered personally or sent by first class mail, postage prepaid, addressed to the appropriate party at the address provided in this Easement or at such address as either party or successor in interest shall from time to time designate by written notice to the other.

IN WITNESS WHEREOF, LANDOWNER has executed this Easement and LAND TRUST has accepted this Easement as of the date first written above. This Easement shall become effective as of the date of recordation.

LANDOWNER:

LA CUMBRE MUTUAL WATER COMPANY
695 Via Tranquila
Santa Barbara CA 93110
Telephone: 967-2376 Fax: 967-8102

By B. R. Bertrando
B. R. Bertrando, President

By George E. Goodall
George E. Goodall, Secretary

LAND TRUST:

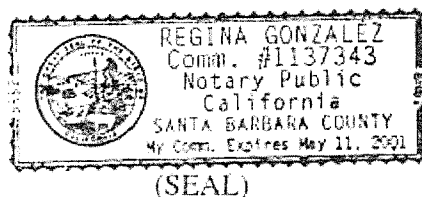
THE LAND TRUST FOR SANTA BARBARA COUNTY
Post Office Box 91830
Santa Barbara, California 93190
Telephone: 805/9664520 Fax: 805 963-5988

By: Robert Isaacson
Robert Isaacson, Vice President

By: Andrew Mills
Andrew Mills, Secretary

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.

On MAY 13, 1999 before me, Rajina Gonzalez, a
Notary Public in and for said State, personally appeared ROBERT + ISAACSON
, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(~~s~~) is/~~are~~ subscribed to the within
instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized
capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

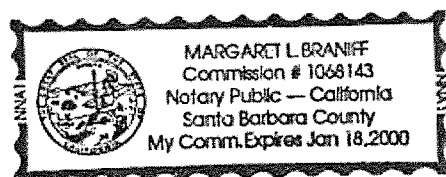
Signature Regina Gonzales

STATE OF CALIFORNIA)
COUNTY OF Santa Barbara) ss.

On May 18, 1999 before me, Mamare L. Bronill, a
Notary Public in and for said State, personally appeared BR. Bertrando, George E. Goodall
+ Andrew Mills, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Wangaret J Brniff



"Exhibit A"
Legal Description of Propert

Exhibit A

PARCEL ONE: AP#61-220-09

Lot No. 62 as shown-and designated on Sheet No. 7 of "Map of Tract No. 1 of La Cumbre Estates, being a Subdivision of a Portion of Hope Ranch" as surveyed by George A. Miller, licensed surveyor, which map was recorded on August 10, 1926 in Map Book 15, at Pages 117 to 126 inclusive, in the Office of the County Recorder of Santa Barbara County.

Together with a strip of land of a uniform width of 30 feet lying Southerly of and adjacent to said Lot 62, lying between the most Easterly line and the most Southwesterly line thereof produced to the centerline of Vieja Drive.

EXCEPTING therefrom:

That portion of Lot 62 of La Cumbre Estates, Tract No. 1, a Subdivision of a portion of Hope Ranch, in the County of Santa Barbara, State of California, according to the map thereof recorded in Map Book 15, Pages 117 to 126 inclusive, in the Office of the County Recorder of said County, described as follows:

Beginning at the most Easterly corner of Lot 54B of La Cumbre Estates, Tract No. 1, on the center line of Vieja Drive, as shown on said map; thence 1st, leaving the center line of Vieja Drive, North 43° 54' West, along the Northeasterly line of said Lot 54B, a distance of 364.72 feet to the most Northeasterly corner of said Lot 54B; thence 2nd along the Easterly prolongation of the Northerly line of said Lot 54B, North 77° 32' East, a distance of 36.00 feet; thence 3rd, South 43° 54' East, a distance of 146.00 feet; thence 4th, South 67° 08' East, a distance of 225.71 feet to a point on the center line of said Vieja Drive on the arc of a curve to the left having a tangent at said point which bears South 51° 51' 57" West, said Vieja Drive having a right of way sixty feet in width, being, thirty feet along each side of the following described center line; thence 5th, Southwesterly along said center line and along the arc of said curve, the radius of which is 1562.88 feet and through a central angle of 4° 23' 57", a distance of 120.00 feet to the point of beginning.

PARCEL TWO: AP#61-220-10

Commencing at Stake No. 20 at angle point in the South line of Modoc Road as called for in deed from Delia Hope (a widow) to the Pacific Improvement Company, dated April 4, 1887, and recorded in Book 13 of Deeds, Page 157, et seq., Santa Barbara County Records; thence South 82° 15' East on line with a 4" x 4" redwood stake no. 19 as per deed, 435.6 feet to a 4 x 4 inch redwood stake; thence at right angles South 7° 45' West 100 feet to a 4 x 4 inch redwood stake; thence North 82° 15' West, parallel with the first above mentioned course, 435.6 feet to a 4 x 4 inch redwood stake; thence North 7° 45' East 100 feet to place of beginning; containing one acre.

PARCEL THREE: AP#61-261-01

Lots 64, 65, 66, 67 and 68 as shown on Sheets Nos. 7 and 8 of 10 sheets of that certain Map of Tract No. 1, La Cumbre Estates, being a subdivision of a portion of Hope Ranch, recorded with the County Recorder of Santa Barbara County, California, in Map Book 15 at Pages 117 to 126, inclusive.

"Exhibit B"
[Legal Description of Easement Area]

Exhibit B

DESCRIPTION: Conservation Easement (APN 61-220-09 & 10 and 61-261-01)

An Easement over those portions of Lots 62, 63, 64, 65, 66, 67 and 68 of La Cumbre Estates, Tract No. 1, a Subdivision of a portion of Hope Ranch, recorded in Book 15, Pages 117 to 126, inclusive, of Maps, in the Office of the County Recorder, County of Santa Barbara, State of California, being described as follows:

BEGINNING at a point at the northwesterly corner of said Lot 64, said point being at the northeasterly corner of said Lot 63, at the southerly line of Modoc Road as shown on said map;

Thence along said southerly line of Modoc Road the following courses:

South 81°32'30" East, 314.54 feet to a point;

South 79°27'30" East, 439.11 feet to a point;

South 83°29'30" East, 478.99 feet to a point;

South 88°12'30" East, 974.76 feet to a point of curvature of a tangent curve;

Along a curve to the right having a radius of 15.53 feet, a delta of 169°44'30", a radial line of which bears South 01°47'30" West, an arc length of 46.01 feet to a point in the northerly line of Vieja Drive as shown on said map;

Thence along said northerly line of Vieja Drive the following courses:

South 81°32'00" West, 426.81 feet to a point of curvature of a tangent curve;

Along a curve to the right having a radius of 925.37 feet, a delta of 11°38'00", a radial line of which bears North 08°28'00" West, an arc length of 187.89 feet to a point;

North 86°50'00" West, 227.60 feet to a point of curvature of a tangent curve;

Along a curve to the left having a radius of 551.67 feet, a delta of 32°04'00", a radial line of which bears South 03°10'00" West, an arc length of 308.75 feet to a point;

South 61°06'00" West, 229.74 feet to a point of curvature of a tangent curve;

Along a curve to the right having a radius of 418.56 feet, a delta of 19°36'00", a radial line of which bears North 28°54'00" West, an arc length of 143.18 feet to a point;

South 80°42'00" West, 55.44 feet to a point of curvature of a tangent curve;

Along a curve to the right having a radius of 257.94 feet, a delta of 21°21'00", a radial line of which bears North 09°18'00" West, an arc length of 96.12 feet to a point;

North 77°57'00" West, 133.64 feet to a point of curvature of a tangent curve;

Along a curve to the right having a radius of 2425.70 feet, a delta of 7°46'00", a radial line of which bears North 12°03'00" East, an arc length of 328.81 feet to a point;

North 70°11'00" West, 74.52 feet to a point of curvature of a tangent curve;

Along a curve to the left (at a delta of 5°50'00" and an arc length of 111.12 feet the southwesterly corner of said Lot 64) having a radius of 1091.43 feet, a delta of 7°04'00", a radial line of which bears South 19°49'00" West, an arc length of 134.61 feet to a point;

North 77°15'00" West, 208.55 feet to a point of curvature of a tangent curve;

Along a curve to the left having a radius of 1176.28 feet, a delta of 6°49'00", a radial line of which bears South 12°45'00" West, an arc length of 139.95 feet to a point;

North 84°04'00" West, 216.11 feet to a point of curvature of a tangent curve;

Along a curve to the left having a radius of 363.09 feet, a delta of 43°08'00", a radial line of which bears South 05°56'00" West, an arc length of 273.34 feet to a point;

South 52°48'00" West, 90.85 feet to a point of curvature of a tangent curve;

Along a curve to the left having a radius of 1592.88 feet, a delta of 1°32'23", a radial line of which bears South 37°12'00" East, an arc length of 42.81 feet to a point on the northeasterly line of that certain tract of land described in a deed from the La Cumbre Mutual Water District to the Hope School District of the County of Santa Barbara recorded in Book 1801, Page 365, of Official Records, records of said County;

Thence North 67°08'00" West, leaving said northerly line of Vieja Drive and along the northeasterly line of said Hope School District land, 191.20 feet to a point;

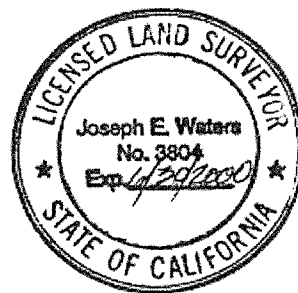
Thence North 43°54'00" West, continuing along said northeasterly line, 146.00 feet to a point;

Thence South 77°32'00" West, continuing along said northeasterly line, 36.00 feet to a point in the westerly line of said Lot 62;

Thence North 01°47'00" East, along said westerly line, 44.54 feet to a point;
Thence North 45°25'00" East, leaving said westerly line, 295.39 feet to a point;
Thence South 40°34'40" East, 65.86 feet to a point;
Thence South 42°18'13" West, 157.41 feet to a point;
Thence South 45°18'22" East, 100.03 feet to a point;
Thence North 68°35'33" East, 325.84 feet to a point;
Thence North 46°08'40" East, 182.90 feet to a point;
Thence North 26°40'21" East, 120.78 feet to a point in the southerly line of Modoc Road;
Thence South 69°38'30" East, along said southerly line (at 174.69 feet an angle point in the northerly line of said Lots 62, being the northwesterly corner of said Lot 63), 179.01 feet to a point;
Thence South 81°32'30" East, continuing along said southerly line of Modoc Road, 431.45 feet to the point of beginning.

Calculated area of easement: Approximately 20.4 acres

Prepared by: Joseph E. Waters, PLS 3804 Date: May 10, 1999



"Exhibit C"
Map of "Property" and "Easement Area"

EXHIBIT "C"
MAP OF EXHIBITS "A" & "B"

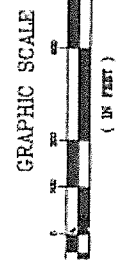
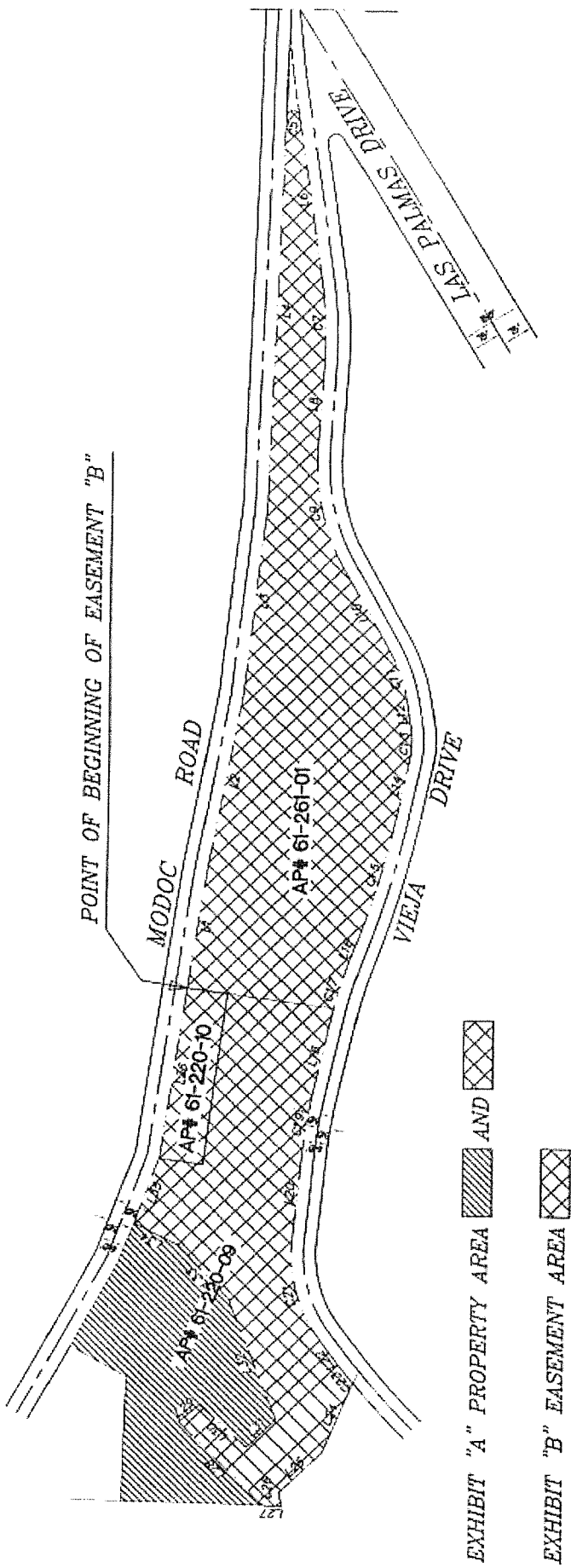


EXHIBIT "B" BOUNDARY

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S81°32'30"E | 314.54 |
| L2 | S79°27'30"E | 439.11 |
| L3 | S83°29'30"E | 478.99 |
| L4 | S86°12'30"E | 974.76 |
| L6 | S81°32'00"W | 426.81 |
| L8 | N86°50'00"W | 227.60 |
| L10 | S81°06'00"W | 229.74 |
| L12 | S80°42'00"W | 95.44 |
| L14 | N77°57'00"W | 133.84 |
| L16 | N70°11'00"W | 74.52 |
| L18 | N77°15'06"W | 208.55 |
| L20 | N84°34'00"W | 216.11 |
| L22 | S52°48'00"W | 80.65 |
| L24 | N67°28'00"W | 191.20 |
| L26 | N43°19'40"W | 146.00 |
| L28 | S77°32'00"W | 36.00 |
| L27 | N01°47'00"E | 44.54 |
| L28 | N45°25'00"E | 295.39 |
| L29 | S40°34'40"E | 65.86 |
| L30 | S42°18'13"W | 157.41 |
| L31 | S45°18'22"E | 100.03 |
| L32 | N68°15'33"E | 325.84 |
| L33 | N46°08'40"E | 182.80 |
| L34 | N26°40'21"E | 120.78 |
| L35 | S89°38'30"E | 179.01 |
| L36 | S81°32'30"E | 431.45 |

| CURVE | DELTA | RADIUS | LENGTH |
|-------|------------|---------|--------|
| C5 | 169°44'30" | 15.53 | 46.01 |
| C7 | 11°38'00" | 925.37 | 187.89 |
| C9 | 37°04'00" | 551.67 | 308.75 |
| C11 | 19°36'00" | 418.56 | 143.18 |
| C13 | 21°21'00" | 257.94 | 96.12 |
| C15 | 7°46'00" | 2425.70 | 528.81 |
| C17 | 7°04'00" | 1081.43 | 134.61 |
| C19 | 6°49'00" | 1176.28 | 139.95 |
| C21 | 43°18'00" | 383.09 | 271.34 |
| C23 | 1°32'23" | 1592.88 | 42.61 |

EXHIBIT "C"
CONSERVATION EASEMENT
LA CUMBRE MUTUAL WATER COMPANY.
MAY 18, 1990

Exhibit 3:
Project Easement Deed

Recording requested by:
Hamner, Jewell & Associates
Government Real Estate Services

When recorded, return to:
Santa Barbara County
Attn: Chris Sneddon
123 E. Anapamu Street
Santa Barbara, CA 93101

COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

APN: 061-220-009; 061-220-010; 061-261-001

EASEMENT AGREEMENT
(for public multi-use path)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

La Cumbre Mutual Water Company, a corporation (hereinafter referred to as “GRANTOR”),

hereby grants to the

County of Santa Barbara, a political subdivision of the State of California, its successors and assigns (“COUNTY”),

a perpetual easement for a public multi-use path (“Path”) for recreational and active transportation uses, including but not limited to biking, skating, scooting, walking, and hiking, and purposes incidental thereto, excluding all forms of motorized vehicles, as defined in the California Vehicle Code (with the exception of maintenance vehicles necessary to perform maintenance of the public path), on, over, upon and across that certain land that is situated in the County of Santa Barbara, State of California, more particularly described in Exhibit “A” and depicted in Exhibit “B,” each attached hereto and incorporated herein by this reference (the “Easement”).

The Easement rights granted herein include the right to conform the real property to the new Path improvements and for activities facilitating construction of the Path, including but not limited to grading, and placement of retaining curbs, surfacing, fencing and or railing, landscaping, culverts or drainage lines that traverse the Easement in accordance with the Plans (defined below) and the Land Trust for Santa Barbara County’s design guidelines (“Design Guidelines”).

COUNTY agrees as follows:

a. To install a fence along the full distance of the Easement along Modoc Road, as specified in the approved plans for the Path, dated September 24, 2024 ("Plans"). The purpose of the fence will be to deter unauthorized public access to the Modoc Preserve from the Project. The dimensions and materials used for the fence will be as specified in the above-referenced Plans.

b. To revegetate all areas disturbed by the Path construction with native vegetation, at COUNTY's sole expense. COUNTY shall monitor and maintain such native vegetation for a period of at least 36 months following completion of Path construction, and further will maintain all revegetation within the Easement area. COUNTY agrees that the GRANTOR and Land Trust for Santa Barbara County have the right to designate the size, locations and plant types for such native revegetation within the Easement.

c. To install the Path improvements within the Easement per the Plans. If COUNTY proposes to make any modifications of the Plans in the final construction plans for the Project within the Easement, COUNTY may not implement such modifications without the written approval of GRANTOR.

d. To maintain the Easement in good condition and repair, including but not limited to removal of trash within the Easement removal of palm fronds, tree limbs and vegetation.

e. To irrevocably release, acquit, and forever discharge GRANTOR, including its respective agents, officers, directors, employees, contractors, shareholders, attorneys, insurers, representatives, successors, and assigns, from any and all arbitrations, causes of action, claims, complaints, costs, damages, demands, equitable claims, expenses, liabilities, liens, obligations, petitions, and proceedings, of any nature and kind whatsoever, including, without limitation, those that involve, arise from, concern, or relate to the use of the Path for a public trail.

f. To allow GRANTOR the right to enter upon the Easement for the purpose of inspecting and maintaining its pipelines which traverse the Easement area. In the event any repairs or replacement of such pipelines is necessary, GRANTOR shall provide COUNTY with one week's prior written notice of its entry on the Easement, except in the case of an emergency where no such notice is required. During the time period of GRANTOR's repair or replacement work within the Easement, COUNTY shall close the Path within the Easement to public use. After the repair or replacement work is completed, GRANTOR shall reasonably restore the Easement area to the condition it was in prior to such work, with the exception of the top surface material of the Path which COUNTY shall install at its expense. GRANTOR agrees to irrevocably release, acquit, and forever discharge COUNTY, including its respective agents, officers, directors, employees, contractors, shareholders, attorneys, insurers, representatives, successors, and

assigns, from any and all arbitrations, causes of action, claims, complaints, costs, damages, demands, equitable claims, expenses, liabilities, liens, obligations, petitions, and proceedings, of any nature and kind whatsoever, including, without limitation, those that involve, arise from, concern, or relate to GRANTOR's inspection, maintenance, repair or replacement of GRANTOR's pipelines within the Easement.

The Path will be improved in accordance with the Plans, the Design Guidelines, and in a manner consistent with the Conservation Easement held by the Land Trust for Santa Barbara County that currently encumbers the perpetual easement area granted herein.

COUNTY shall have the right of ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement at any time, without prior notice, however, use of motorized vehicles will be restricted to only as-needed Path maintenance, inspection, and safety and security patrolling needs.

Together with:

A Temporary Easement for the purposes of facilitating construction of the Path improvements and related purposes pursuant to the Plans, in, on, over, under, through, along, and across that certain parcel or parcels of land located in the County of Santa Barbara, State of California, described in Exhibit "C" and depicted in Exhibit "D," attached hereto and incorporated herein.

This Temporary Easement shall commence fifteen (15) days after COUNTY's issuance to GRANTOR and the Land Trust for Santa Barbara County of a Notice of Commencement of Construction, issued to GRANTOR by US Mail or personal delivery to GRANTOR's office, and shall automatically terminate upon completion of COUNTY's construction or one year after the commencement, whichever occurs first. However, COUNTY shall have the right to extend the Temporary Easement term in four (4) additional three (3) month increments if COUNTY determines that additional time beyond the one-year period is necessary for construction completion. In such case, COUNTY shall have the unilateral right to extend this Temporary Easement period through construction completion and agrees to compensate GRANTOR One Thousand Eight Hundred Ten Dollars (\$1,810) for each three-month extension term exercised. Payment for any such extension(s) shall be paid by COUNTY to GRANTOR concurrent with COUNTY's written notice to GRANTOR of COUNTY's intent to exercise such extension provisions. In any event, this Temporary Easement shall terminate on or before June 30, 2026. Upon termination, the Temporary Easement area will be generally restored by COUNTY to a comparable or better condition as that which existed prior to COUNTY's access and use as determined by GRANTOR and the Land Trust for Santa Barbara County in their reasonable discretion.

GRANTOR represents and warrants it is the authorized signatory to execute this Agreement, and that no additional signatures are required to carry out this conveyance.

This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.

GRANTOR:
La Cumbre Mutual Water Company, a corporation

| | |
|--------------|--------------|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

ACKNOWLEDGMENT

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

State of California
County of _____

On _____ before me, _____, Notary Public,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California
County of _____

On _____ before me, _____, Notary Public,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

NOT FOR RECORDATION
FOR INTERNAL ROUTING ONLY

“COUNTY”
COUNTY OF SANTA BARBARA

By:

DocuSigned by:

Chris Sneddon

67CEC4EE68B848C

Chris Sneddon, Director
Public Works Department

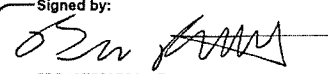
Date: 10/25/2024 | 11:20 AM PDT

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:

Signed by:



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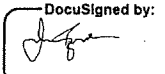
Deputy County Counsel

APPROVED AS TO FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:

DocuSigned by:



6BAAEA15901943F...

Deputy Auditor-Controller

APPROVED AS TO FORM:

By:

Signed by:

Greg Milligan

05F555F00269466...

Greg Milligan, ARM
Risk Manager

APPROVED AS TO CONTENT:

By:

DocuSigned by:

Mostafa Estaji

8D2ADCC4984A489

Mostafa Estaji
Deputy Public Works Director

APPROVED AS TO CONTENT:

By:

DocuSigned by:

Skip Grey

A88DED76EAF641F...

Skip Grey, Assistant Director
General Services-Real Property

Acquisition: Modoc Road, Santa Barbara, California
APN: 61-220-009, -010, 061-261-001

CERTIFICATE OF ACCEPTANCE

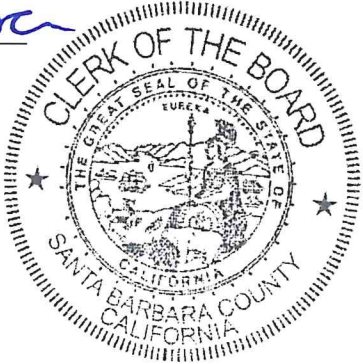
STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. §27281

THIS IS TO CERTIFY that the interest in real property conveyed by Easement Agreement for a the Public Multi-Use Path permanent easement and temporary construction easement from LA CUMBRE MUTUAL WATER COMPANY, a corporation, as GRANTOR, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("COUNTY"), its successors or assigns, as GRANTEE, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on November 5, 2024, and the County of Santa Barbara, consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal this 5th day of November, 2024

"COUNTY"
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SANTA BARBARA

By: Sheila De La Guerra
Sheila De La Guerra
Deputy Clerk



APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: Brian Pettit
5DB10F553F3444F
Brian Pettit
Deputy Counsel

EXHIBIT "A"
MULTI-PURPOSE PATH EASEMENT
LEGAL DESCRIPTION

Those portions of Lots 65, 66, 67, and 68, in the County of Santa Barbara, State of California as shown on the map of Tract No. 1, La Cumbre Estates, filed in Map Book 15, Pages 117 through 126, inclusive, in the Office of the County Recorder of said County, lying northerly of the following described line:

Beginning at a 2 inch iron pipe shown at the southerly terminus of the course depicted as "NORTH 88.37" on the map filed in Book 21 of Records of Survey, Page 12, said iron pipe bears North 79°07'46" East 38,122.59 feet from Station "COPR", having a California Coordinate System of 1983 (CCS83), Zone 5, Epoch 1991.35, Coordinate of N 1978671.24' E 5994842.39' as shown on the map filed in Book 171 of Records of Survey, Pages 24 through 25, inclusive, in the Office of said County Recorder, thence,

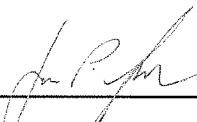
- 1st - North 68°44'58" West 266.39 feet: thence,
- 2nd - North 84°02'25" West 63.43 feet to the beginning of a curve concave southerly having a radius of 10484.00 feet; thence, along said curve,
- 3rd - Westerly through a central angle of 0° 07' 52" an arc length of 23.99 feet; thence,
- 4th - North 84°10'17" West 112.98 feet to the beginning of a curve concave southerly, having a radius of 1479.00 feet; thence, along said curve,
- 5th - Westerly through a central angle of 2° 22' 42" an arc length of 61.39 feet; thence,
- 6th - North 86°32'59" West 555.36 feet to the beginning of a curve concave southerly, having a radius of 1,229.00 feet; thence, along said curve,
- 7th - Westerly through a central angle of 3° 05' 27" an arc length of 66.30 feet; thence,
- 8th - North 89°38'26" West 13.25 feet to the beginning of a curve concave northeasterly, having a radius of 584.00 feet; thence, along said curve,
- 9th - Northwesterly through a central angle of 9° 10' 36" an arc length of 93.53 feet; thence,
- 10th - North 80°27'50" West 8.51 feet to the beginning of a curve concave southwesterly, having a radius of 828.00 feet; thence, along said curve,
- 11th - Southwesterly through a central angle of 7° 55' 40" an arc length of 114.57 feet; thence,
- 12th - North 88°23'30" West 13.65 feet to the beginning of a curve concave northeasterly, having a radius of 406.00 feet; thence, along said curve,

- 13th - Northwesterly through a central angle of 8° 59' 39" an arc length of 63.73 feet; thence,
- 14th - North 79°23'51" West 73.68 feet to the beginning of a curve concave southwesterly, having a radius of 5034.00 feet; thence, along said curve,
- 15th - Easterly through a central angle of 0° 29' 11" an arc length of 42.73 feet; thence,
- 16th - North 79°53'02" West 184.91 feet to the beginning of a curve concave northeasterly, having a radius of 446.00 feet; thence, along said curve,
- 17th - Northwesterly through a central angle of 7° 40' 44" an arc length of 59.77 feet; thence,
- 18th - North 72°12'18" West 23.79 feet to the beginning of a curve concave southwesterly, having a radius of 800.00 feet; thence, along said curve,
- 19th - Northwesterly through a central angle of 4° 25' 14" an arc length of 61.72 feet; thence,
- 20th - North 76°37'32" West 100.06 feet to the beginning of a curve concave southwesterly, having a radius of 4692.00 feet; said beginning of curve bears North 78°04'33" East 36,251.82 feet from said Station "COPR", thence, along said curve,
- 21st - Northwesterly through a central angle of 0°00'33" an arc length of 0.74 feet more or less, to the southerly right of way line of Modoc Road, as said road is shown on said Tract No. 1, La Cumbre Estates.

Containing an area of 16,491 square feet, more or less.

Note: All bearings and distances shown hereon are referenced to the California Coordinate System of 1983 (CCS83), Zone 5, Epoch 1991.35. To obtain ground distances, multiply by a Combination Factor of 1.0000656 as determined at said 2 inch iron pipe.

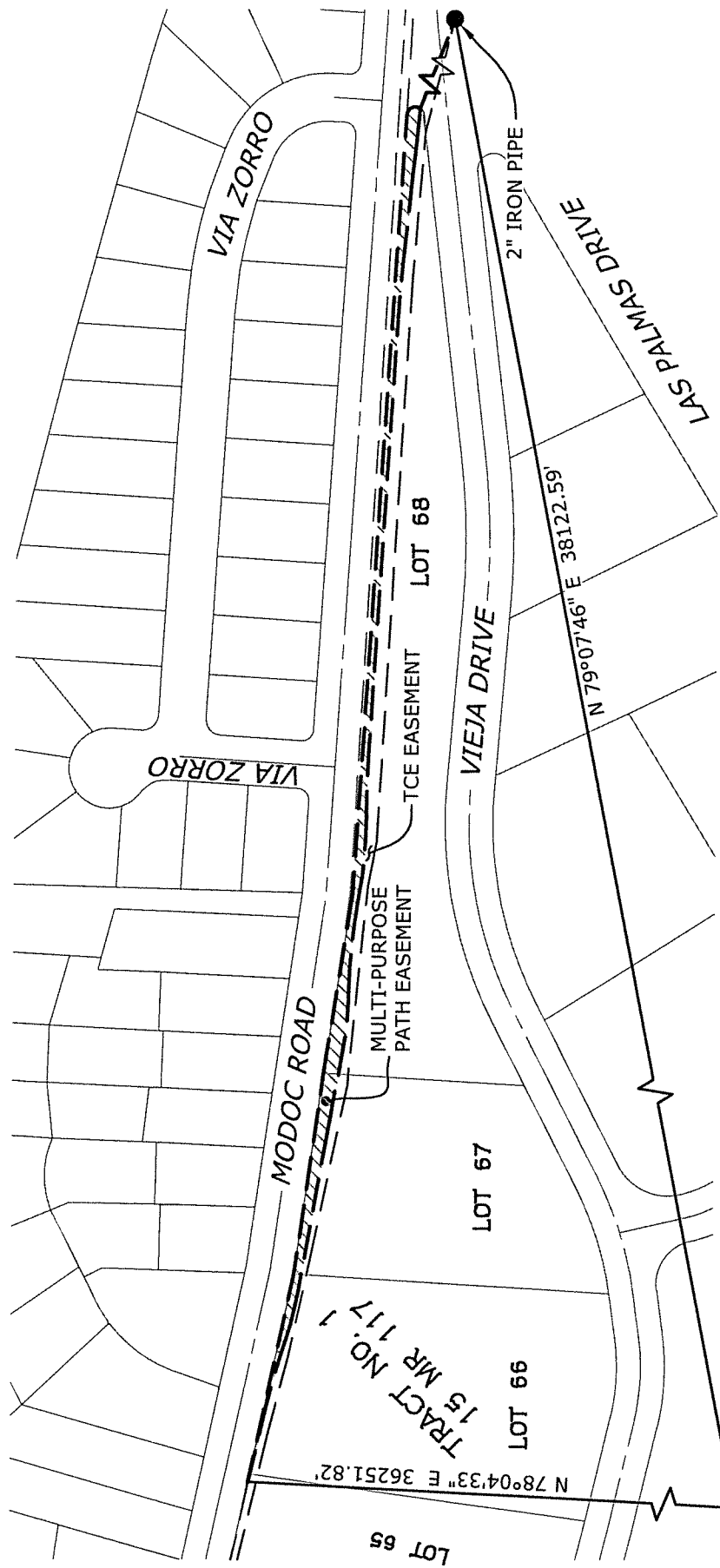
This legal description as described is graphically delineated on the accompanying "Exhibit B", being 1 sheet, and made a part hereof for general reference purposes.



James P. Fallon, PLS 7807



THE LAND GRAPHICALLY SHOWN HEREON IS DESCRIBED IN THE ACCOMPANYING "EXHIBIT A", BEING 2 SHEETS,
AND MADE A PART HEREOF FOR REFERENCE PURPOSES.



STATION "COPR"
N 1978671.24'
E 5994842.39'
CCS83 (1992), ZONE 5, EPOCH 1991.35
PER BOOK 171 OF RECORDS OF
SURVEY, PAGES 24-25

MULTIPURPOSE PATH EASEMENT AREA: 16,491 SFT +/-

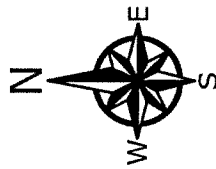


EXHIBIT "B"
MULTI-PURPOSE
PATH EASEMENT
SANTA BARBARA, CA

SHEET 1 OF 1

EXHIBIT "C"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

Those portions of Lots 62, 63, 64, 65, 66, 67, and 68, in the County of Santa Barbara, State of California as shown on the map of Tract No. 1, La Cumbre Estates, filed in Map Book 15, Pages 117 through 126, inclusive, in the Office of the County Recorder of said County, lying northerly of the following described line:

Beginning at a 2 inch iron pipe shown at the southerly terminus of the course depicted as "North 88.37" on the map filed in Book 21 of Record of Survey, Page 12, said iron pipe bears North 79°07'46" East 38,122.59 feet from Station "COPR", having a California Coordinate System of 1983 (CCS83), Zone 5, Epoch 1991.35, Coordinate of N 1978671.24' E 5994842.39', as shown on the map filed in Book 171 of Records of Survey, Pages 24 through 25, inclusive, in the Office of said County Recorder, thence,

- 1st - North 72°09'26" West 292.81 feet; thence,
- 2nd - North 85°23'29" West 185.63 feet; thence,
- 3rd - North 86°45'55" West 707.34 feet; thence,
- 4th - North 79°10'31" West 55.31 feet; thence,
- 5th - North 84°19'51" West 129.27 feet; thence,
- 6th - North 84°38'03" West 121.18 feet; thence,
- 7th - North 78°09'09" West 220.75 feet; thence,
- 8th - North 77°39'22" West 124.39 feet; thence,
- 9th - North 75°30'31" West 102.40 feet; thence,
- 10th - North 76°50'56" West 284.17 feet; thence,
- 11th - North 82°23'19" West 117.92 feet; thence,
- 12th - North 79°15'42" West 262.29 feet; thence,
- 13th - North 81°10'17" West 325.71 feet; thence,
- 14th - North 70°12'07" West 89.90 feet; thence,
- 15th - North 69°45'18" West 153.11 feet; thence,
- 16th - North 62°11'30" West 42.96 feet to a point which bears North 77°15'57" East 35,153.48 from said Station "COPR", thence,

17th - North 52°12'58" West 101.23 feet, more or less, to the easterly line of the Santa Barbara County Flood Control easement, recorded September 2, 1977, as Instrument No. 77-44842 in the office of said County Recorder.

Excepting therefrom those portions of said Lots lying northerly of the following described line:

Beginning at a 2 inch iron pipe shown at the southerly terminus of the course depicted as "NORTH 88.37" on the map filed in Book 21 of Records of Survey, Page 12, said iron pipe bears North 79°07'46" East 38,122.59 feet from Station "COPR", having a California Coordinate System of 1983 (CCS83), Zone 5, Epoch 1991.35, Coordinate of N 1978671.24' E 5994842.39' as shown on the map filed in Book 171 of Records of Survey, Pages 24 through 25, inclusive, in the Office of said County Recorder, thence,


- 1st - North 68°44'58" West 266.39 feet: thence,
- 2nd - North 84°02'25" West 63.43 feet to the beginning of a curve concave southerly having a radius of 10484.00 feet; thence, along said curve,
- 3rd - Westerly through a central angle of 0° 07' 52" an arc length of 23.99 feet; thence,
- 4th - North 84°10'17" West 112.98 feet to the beginning of a curve concave southerly, having a radius of 1479.00 feet; thence, along said curve,
- 5th - Westerly through a central angle of 2° 22' 42" an arc length of 61.39 feet; thence,
- 6th - North 86°32'59" West 555.36 feet to the beginning of a curve concave southerly, having a radius of 1,229.00 feet; thence, along said curve,
- 7th - Westerly through a central angle of 3° 05' 27" an arc length of 66.30 feet; thence,
- 8th - North 89°38'26" West 13.25 feet to the beginning of a curve concave northeasterly, having a radius of 584.00 feet; thence, along said curve,
- 9th - Northwesterly through a central angle of 9° 10' 36" an arc length of 93.53 feet; thence,
- 10th - North 80°27'50" West 8.51 feet to the beginning of a curve concave southwesterly, having a radius of 828.00 feet; thence, along said curve,
- 11th - Southwesterly through a central angle of 7° 55' 40" an arc length of 114.57 feet; thence,
- 12th - North 88°23'30" West 13.65 feet to the beginning of a curve concave northeasterly, having a radius of 406.00 feet; thence, along said curve,
- 13th - Northwesterly through a central angle of 8° 59' 39" an arc length of 63.73 feet; thence,
- 14th - North 79°23'51" West 73.68 feet to the beginning of a curve concave southwesterly, having a radius of 5034.00 feet; thence, along said curve,

- 15th - Easterly through a central angle of 0° 29' 11" an arc length of 42.73 feet; thence,
- 16th - North 79°53'02" West 184.91 feet to the beginning of a curve concave northeasterly, having a radius of 446.00 feet; thence, along said curve,
- 17th - Northwesterly through a central angle of 7° 40' 44" an arc length of 59.77 feet; thence,
- 18th - North 72°12'18" West 23.79 feet to the beginning of a curve concave southwesterly, having a radius of 800.00 feet; thence, along said curve,
- 19th - Northwesterly through a central angle of 4° 25' 14" an arc length of 61.72 feet; thence,
- 20th - North 76°37'32" West 100.06 feet to the beginning of a curve concave southwesterly, having a radius of 4692.00 feet; said beginning of curve bears North 78°04'33" East 36,251.82 feet from said Station "COPR", thence, along said curve,
- 21st - Northwesterly through a central angle of 0°00'33" an arc length of 0.74 feet more or less, to the southerly right of way line of Modoc Road, as said road is shown on said Tract No. 1, La Cumbre Estates.

Containing an area of 35,643 square feet, more or less.

Note: All bearings and distances shown hereon are referenced to the California Coordinate System of 1983 (CCS83), Zone 5, Epoch 1991.35. To obtain ground distances, multiply by a Combination Factor of 1.0000656 as determined at said 2 inch iron pipe.

This legal description as described is graphically delineated on the accompanying "Exhibit D", being 2 sheets, and made a part hereof for general reference purposes.

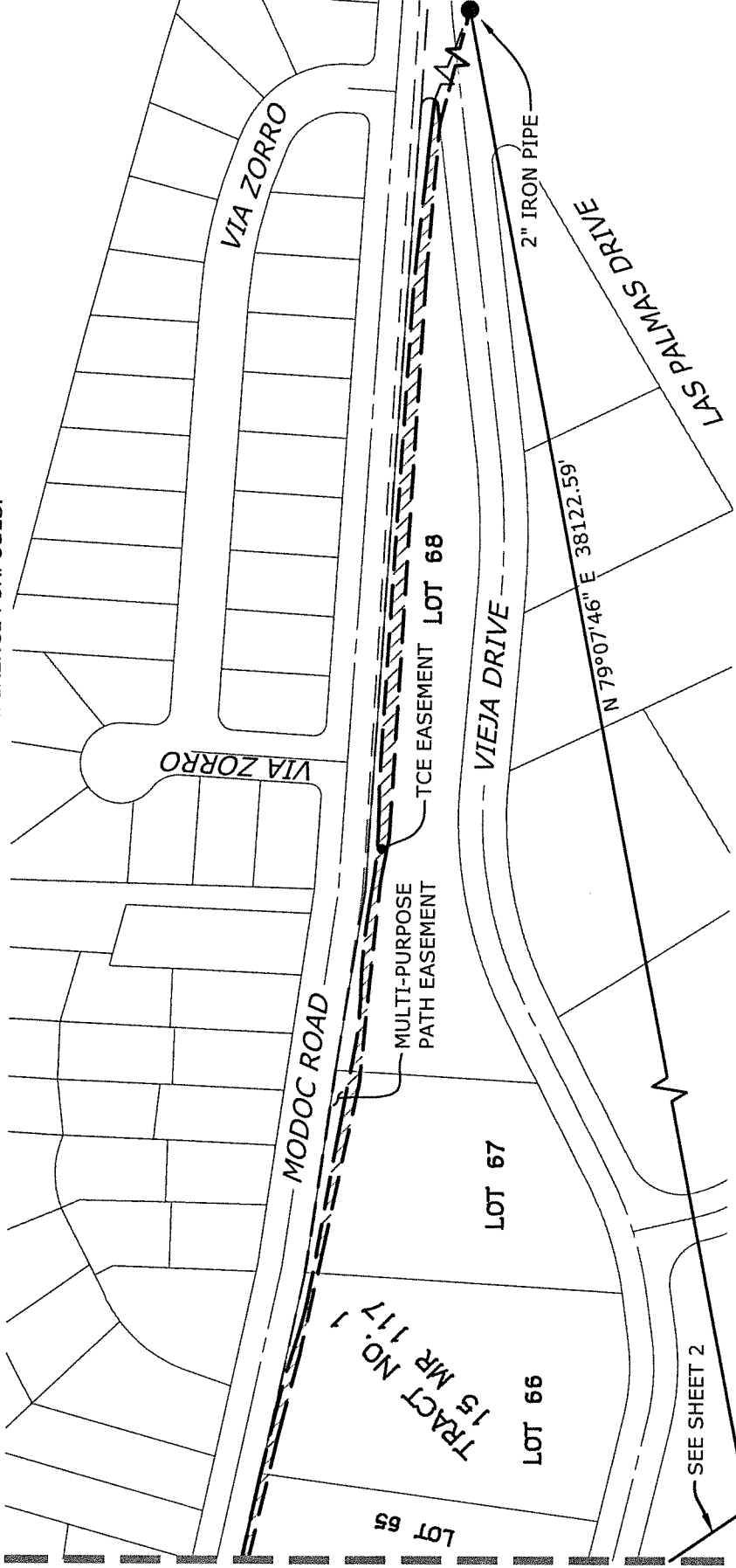


4/25/2024

James P. Fallon, PLS 7807

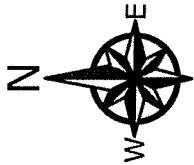


THE LAND GRAPHICALLY SHOWN HEREON IS DESCRIBED IN THE ACCOMPANYING "EXHIBIT C", BEING 3 SHEETS,
AND MADE A PART HEREOF FOR REFERENCE PURPOSES.



STATION "COPR"
N 1978671.24'
E 5994842.39'
CCS83 (1992), ZONE 5, EPOCH 1991.35
PER BOOK 171 OF RECORDS OF
SURVEY, PAGES 24-25

TCE AREA: 35,643 SFT +/-



SCALE: 1"=200'



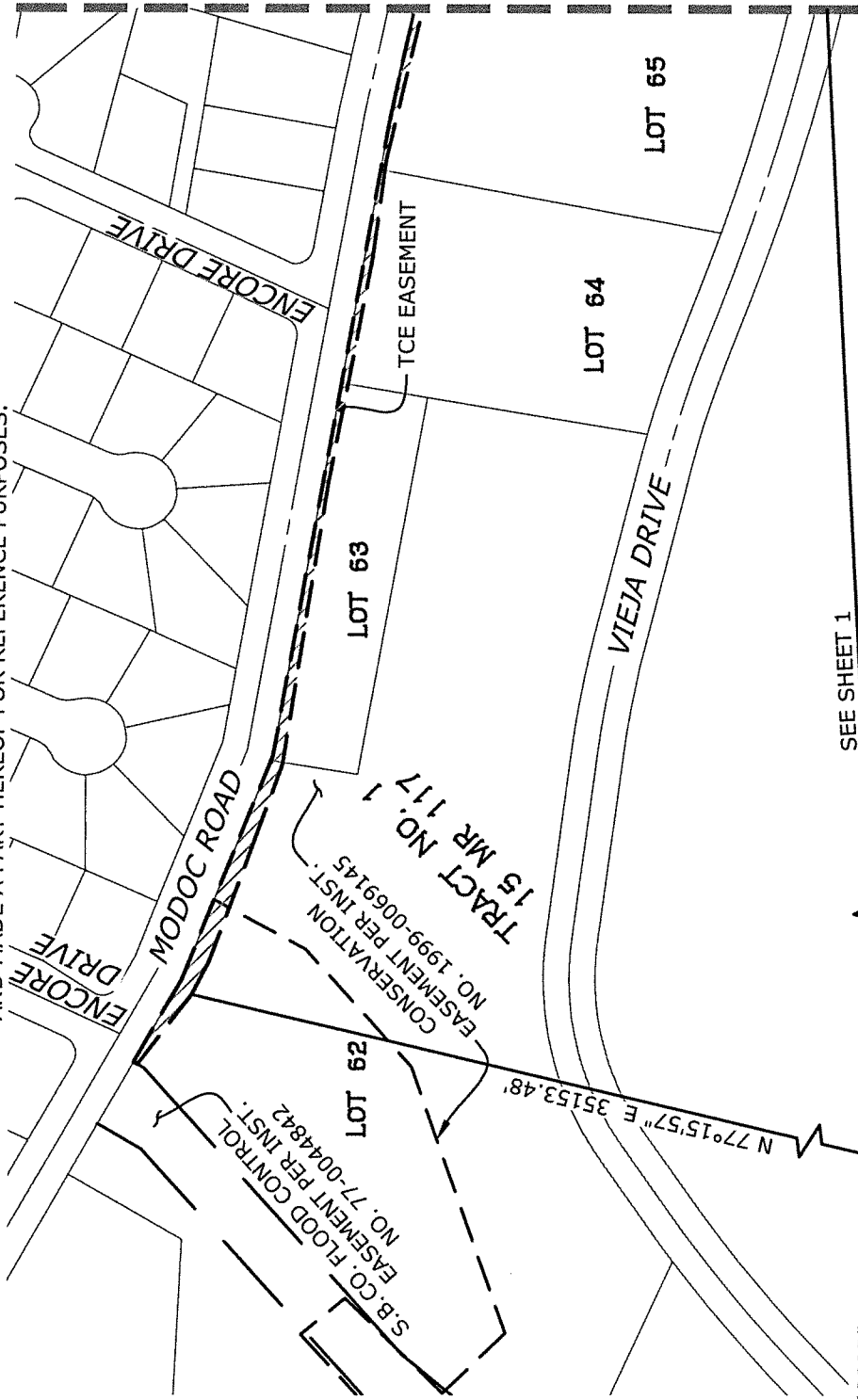
4/25/2024



EXHIBIT "D"
TEMPORARY CONSTRUCTION
EASEMENT (TCE)
SANTA BARBARA, CA

SHEET 1 OF 2

THE LAND GRAPHICALLY SHOWN HEREON IS DESCRIBED IN THE ACCOMPANYING "EXHIBIT C", BEING 3 SHEETS,
AND MADE A PART HEREOF FOR REFERENCE PURPOSES.



STATION "COPR"
N 1978671.24'
E 5994842.39'

CCS83 (1992), ZONE 5, EPOCH 1991.35
PER BOOK 171 OF RECORDS OF
SURVEY, PAGES 24-25



EXHIBIT "D"
TEMPORARY CONSTRUCTION
EASEMENT (TCE)
SANTA BARBARA, CA

SHEET 2 OF 2

Exhibit 4:
Project Plans

CONSTRUCTION NOTES

- 1

6.0" HIGH CURB AND 24.0" WIDE GUTTER
- 2

CONSTRUCT TYPE A CONCRETE CURB AND 24" CUTTER , PER SBCO-PW STD 4-010, 4-020, AND 4-030, 4-045. SEE LAYOUT SHEETS FOR EXACT CURB & GUTTER LIMITS
- 3

CONSTRUCT CONCRETE MULTI-USE PATH PER SBCO-PW-STD 5-010, 5-040, 5-045, AND 5-050. PATH TO DRAIN AS SHOWN AT 1.5% MAX CROSS SLOPE. SEE LAYOUT SHEETS FOR EXACT PATH LIMITS
- 4

CONSTRUCT A COMMERCIAL DRIVEWAY PER COUNTY STANDARDS 4-010, 4-040 PLAN B, 4-060 PER LAYOUT SHEETS
- 5

RECONSTRUCT ROADWAY STRUCTURAL SECTION WITH 0.33' HMA OVER 6.0" OF CLASS II AGGREGATE BASE. CONFORM TO EXISTING AC
- 6

CONSTRUCT BLOCK RETAINING WALL. SEE CONSTRUCTION DETAILS
- 7

CONSTRUCT GRANITECRETE MULTI-USE PATH PER MANUFACTURER INSTRUCTIONS
- 8

INSTALL CABLE RAILING PER CALTRANS STANDARD PLAN B11-47
- 9

EXISTING TO BE RESET AS NEEDED.
- 10

CONSTRUCT FENCING, TYPE TBD
- 11

CONSTRUCT BIO-SWALE PER GRADING AND DRAINAGE SHEETS
- 12

CONSTRUCT A SOLDIER PILE RETAINING WALL PER RETAINING WALL SHEETS
- 13

CONSTRUCT AC DIKE, TYPE A
- 14

CONSTRUCT 2.0'-4.0' RETAINING WALL TYPE 1A PER CALTRANS STANDARD PLAN B3-3A
- 15

PLACE RSP CLASS II PER LIMITS SHOWN
- 16

CONSTRUCT 12"-24" CURB RETAINING WALL
- 17

NOT SHOWN
- 18

NOT SHOWN
- 19

NOT SHOWN
- 20

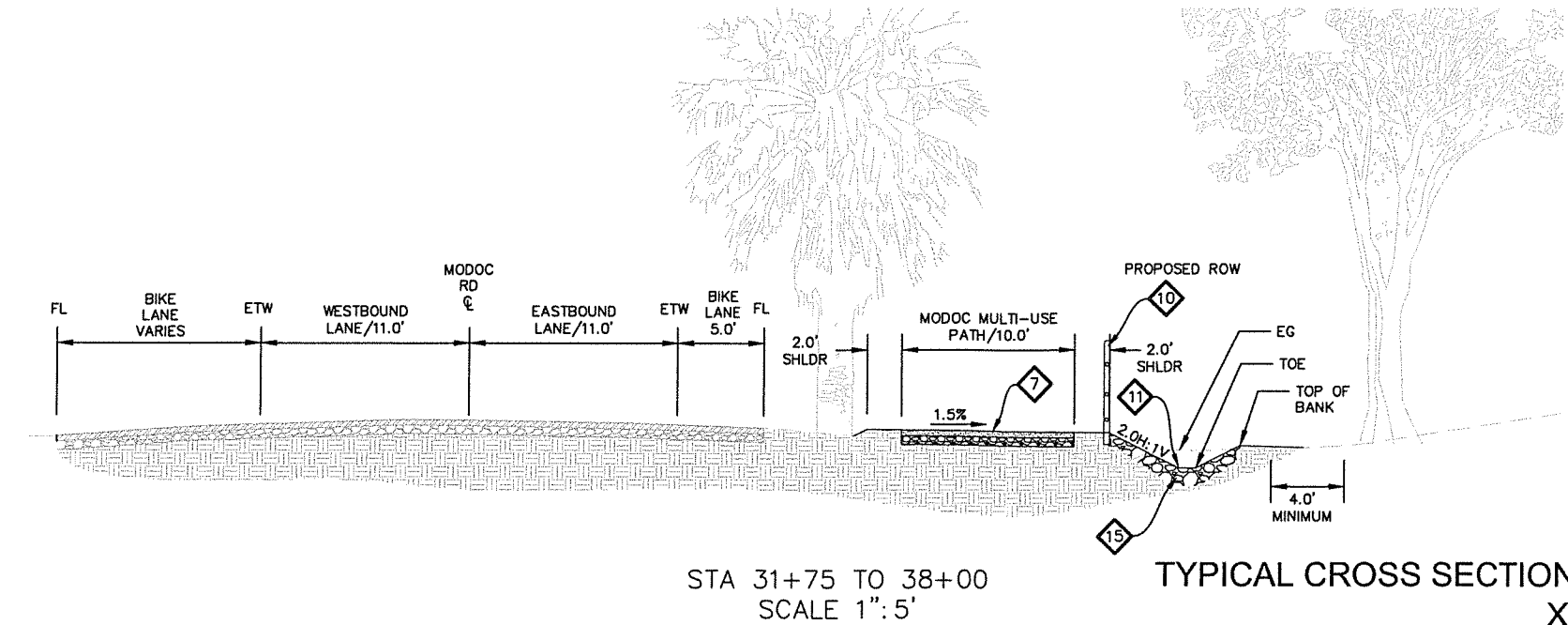
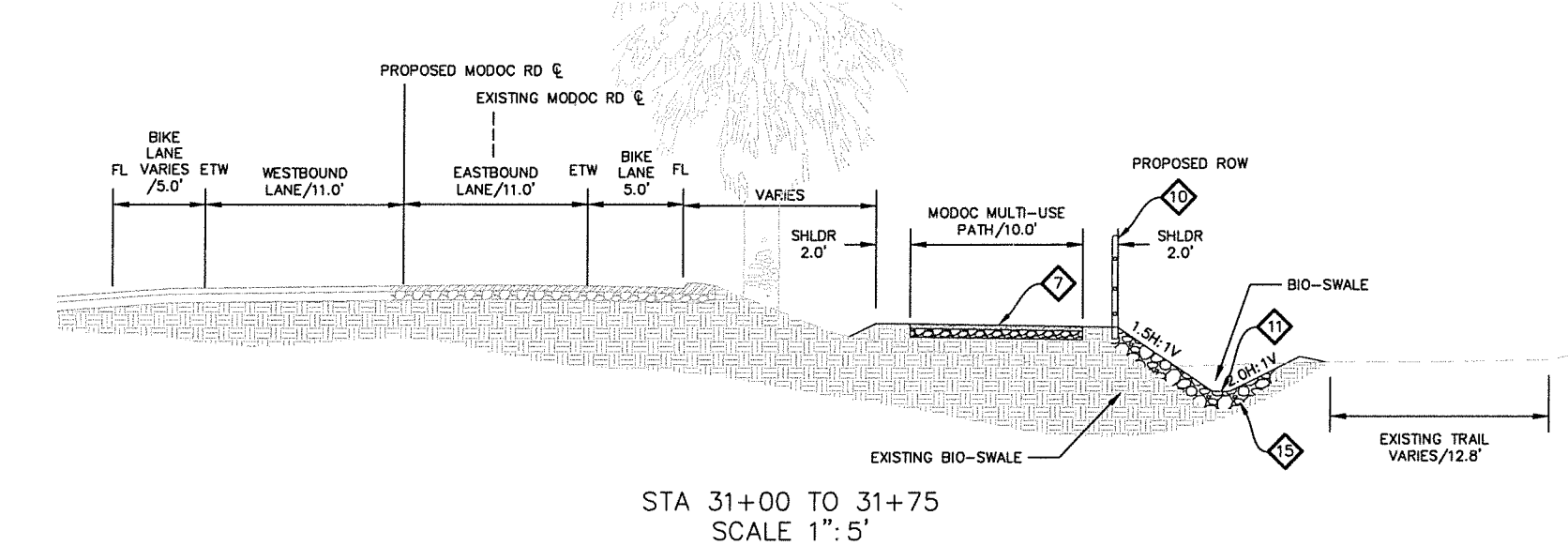
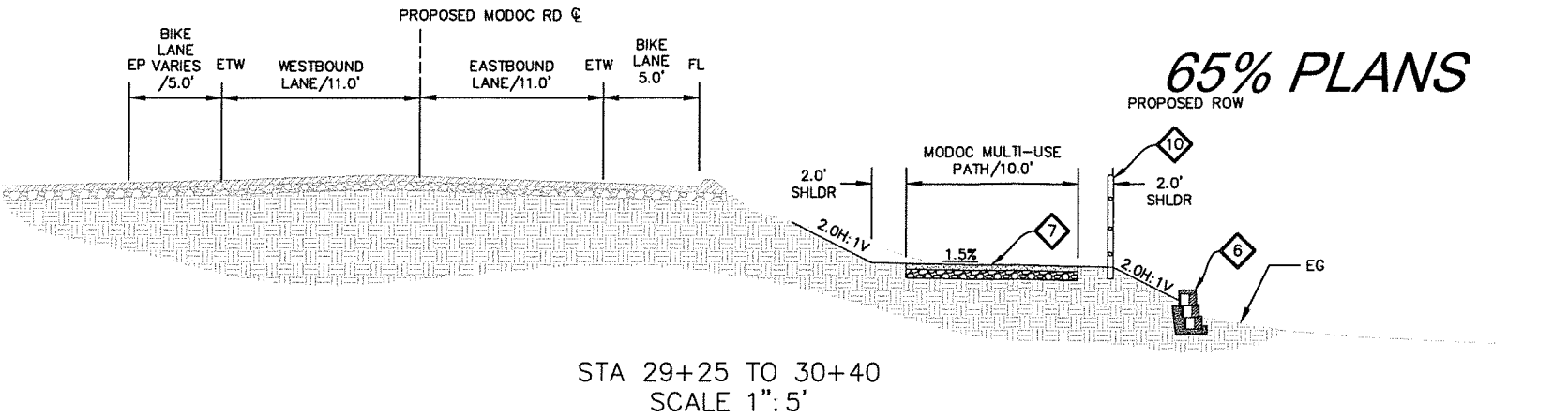
NOT SHOWN

CONSTRUCTION NOTES

1. STRUCTURAL ROADWAY SECTION SHOWN GRAPHICALLY. (ACTUAL THICKNESS UNKNOWN, TO BE VERIFIED IN FIELD)

LEGEND

- NATIVE SOIL
- EXISTING CONCRETE ASPHALT
- 1'-2' BLOCK RETAINING WALL
- CONCRETE CURB AND GUTTER
- 1'-3' RETAINING WALL
- EXISTING ASPHALT CONCRETE
- AGGREGATE CLASS 2 BASE
- EXISTING BASE
- GRANITECRETE SECTION



| | | | | | | | | | | | | | | | |
|---|--|-------------------|--|---|--|-------------------------------------|-----------------------------|--------------------------------|------------------|-----------------------|-------------------------------------|--|-----------------------|---|--|
| CONSTRUCTION STARTED: | | PROJECT ENGINEER: | | <div><div>REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA Exp. CIVIL</div><div>PRELIMINARY</div></div> | COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION | | DESIGN BY: ALMA D GARCIA | CHECKED BY: JESUS HERNANDEZ | SCALE 1"= 20' | PROJECT NO. 862416 | MODOC MULTI-USE PATH PHASE II | | SHEET NO. 12 OF 58 | | |
| CONSTRUCTION COMPLETED: | | | | | DRAWN BY: ALMA D GARCIA | CONSTRUCTABILITY REVIEW BY: NAME | | | | | | | FILE NO. | | |
| RECORD DRAWING APPROVED BY: | | | | | | | | | | | | | | | |
| SURVEY CHECKED BY: | | | | | | | | | | | | | | | |
| FOR REDUCED PLANS ORIGINAL SCALE IN INCHES | | | | | | | | | | 0 1 2 3 | | DISREGARD PRINTS BEARING EARLIER REVISION DATES | | REVISION DATES (PRELIMINARY STAGE ONLY) | |

G:\Transportation\Projects\862416 Modoc AIP path\DESIGN\100 Preliminary Engineering\CAD\862416_Proposed Design.dwg, X-4, Sep 17, 2024, 3:51pm, JSMendez










CONSTRUCTION NOTES

1. 6.0" HIGH CURB AND 24.0" WIDE GUTTER
2. CONSTRUCT TYPE A CONCRETE CURB AND 24" CUTTER , PER SBCO-PW STD 4-010, 4-020, AND 4-030, 4-045. SEE LAYOUT SHEETS FOR EXACT CURB & GUTTER LIMITS
3. CONSTRUCT CONCRETE MULTI-USE PATH PER SBCO-PW-STD 5-010, 5-040, 5-045, AND 5-050. PATH TO DRAIN AS SHOWN AT 1.5% MAX CROSS SLOPE. SEE LAYOUT SHEETS FOR EXACT PATH LIMITS
4. CONSTRUCT A COMMERCIAL DRIVEWAY PER COUNTY STANDARDS 4-010, 4-040 PLAN B, 4-060 PER LAYOUT SHEETS
5. RECONSTRUCT ROADWAY STRUCTURAL SECTION WITH 0.33" HMA OVER 6.0" OF CLASS II AGGREGATE BASE. CONFORM TO EXISTING AC
6. CONSTRUCT BLOCK RETAINING WALL. SEE CONSTRUCTION DETAILS
7. CONSTRUCT GRANITECRETE MULTI-USE PATH PER MANUFACTURER INSTRUCTIONS
8. INSTALL CABLE RAILING PER CALTRANS STANDARD PLAN B11-47
9. EXISTING TO BE RESET AS NEEDED.
10. CONSTRUCT FENCING, TYPE TBD
11. CONSTRUCT BIO-SWALE PER GRADING AND DRAINAGE SHEETS
12. CONSTRUCT A SOLDIER PILE RETAINING WALL PER RETAINING WALL SHEETS
13. CONSTRUCT AC DIKE, TYPE A
14. CONSTRUCT 2.0'-4.0' RETAINING WALL TYPE 1A PER CALTRANS STANDARD PLAN B3-3A
15. PLACE RSP CLASS II PER LIMITS SHOWN
16. CONSTRUCT 12"-24" CURB RETAINING WALL
17. NOT SHOWN
18. NOT SHOWN
19. NOT SHOWN
20. NOT SHOWN

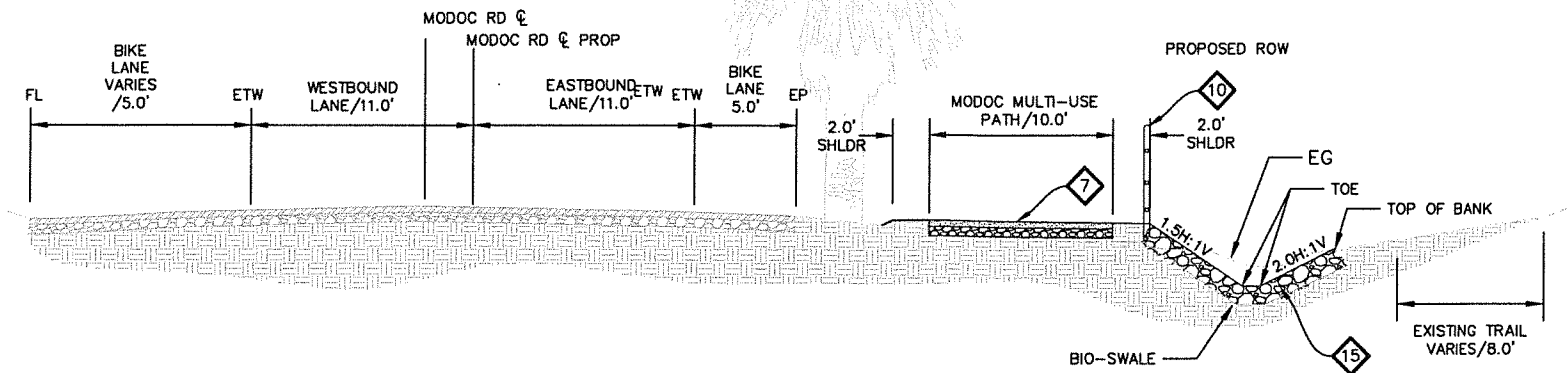
CONSTRUCTION NOTES

1. STRUCTURAL ROADWAY SECTION SHOWN GRAPHICALLY, (ACTUAL THICKNESS UNKNOWN, TO BE VERIFIED IN FIELD)

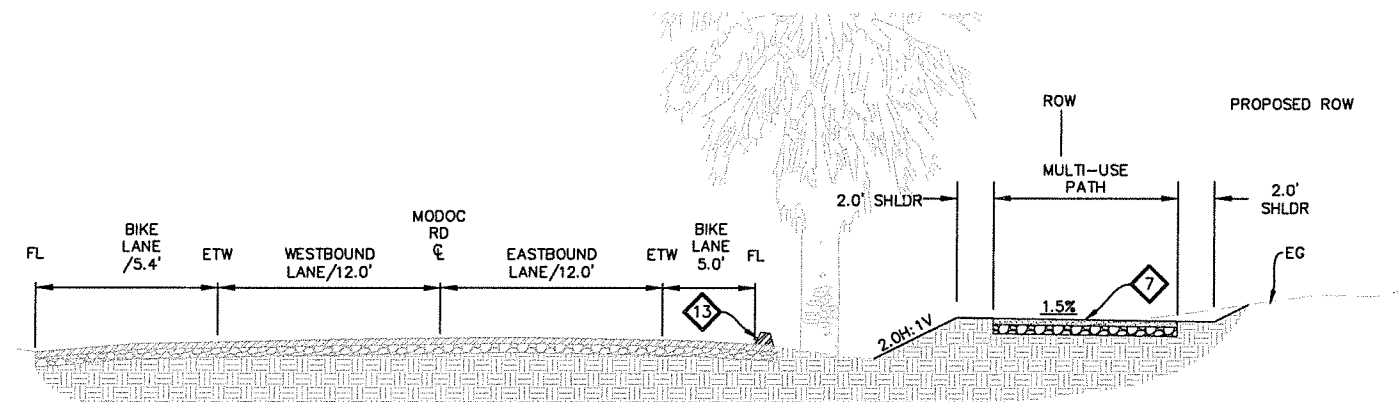
LEGEND

| | |
|---|----------------------------|
|  | NATIVE SOIL |
|  | EXISTING CONCRETE ASPHALT |
|  | 1'-2' BLOCK RETAINING WALL |
|  | CONCRETE CURB AND GUTTER |
|  | 1'-3' RETAINING WALL |
|  | EXISTING ASPHALT CONCRETE |
|  | AGGREGATE CLASS 2 BASE |
|  | EXISTING BASE |
|  | GRANITECRETE SECTION |

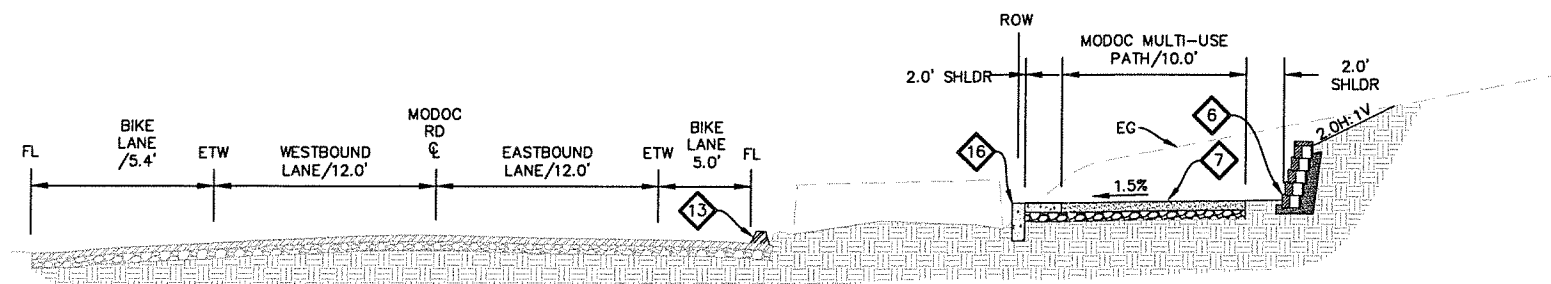
65% PLANS



STA 38+00 TO 38+50
SCALE 1":5'




STA 38+50 TO 40+00
SCALE 1":5'



STA 40+00 TO 40+50
SCALE 1":5'

TYPICAL CROSS SECTIONS
X-5

| | | | | | | | | | | |
|-----------------------------|--|-------------------|--|--|-----------------------------|-------------------------------------|-------------------|-----------------------|-------------------------------------|-----------------------|
| CONSTRUCTION STARTED: | | PROJECT ENGINEER: |  | COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION | DESIGN BY: ALMA D GARCIA | CHECKED BY: JESUS HERNANDEZ | SCALE 1" = 20' | PROJECT NO. 862416 | MODOC MULTI-USE PATH PHASE II | SHEET NO. 13 OF 58 |
| CONSTRUCTION COMPLETED: | | | | | DRAWN BY: ALMA D GARCIA | CONSTRUCTABILITY REVIEW BY: NAME | | | | FILE NO. |
| RECORD DRAWING APPROVED BY: | | | | | | | | | | |
| SURVEY CHECKED BY: | | | | | | | | | | |

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CONSTRUCTION NOTES

- 1

CONSTRUCT TYPE A CURB, AND 24" GUTTER PER SBCO-PW STANDARD PLAN 4-010 AND 4-030.
- 2

INSTALL CONCRETE SIDEWALK PER SBCO-PW STANDARD PLAN 4-010, 4-045 AND 5-010.
- 3

CONSTRUCT MULTI-USE PATH WITH PERMEABLE SURFACE OVER CLASS II AGGREGATE BASE
- 4

CONSTRUCT MULTI-USE PATH WITH 4" GRANITECRETE OVER 6" CLASS II BASE PER MANUFACTURER INSTRUCTIONS
- 5

CONSTRUCT BLOCK RETAINING WALL PER MANUFACTURER INSTRUCTIONS.
- 6

CONSTRUCT RETAINING WALL TYPE 1A PER 2023 CALTRANS STANDARD PLAN B3-7A.
- 7

CONSTRUCT SOLDIER PILE RETAINING WALL PER RETAINING WALL SHEETS
- 8

RECONSTRUCT ROADWAY STRUCTURAL SECTION WITH 0.33' HMA OVER 6.0" OF CLASS II AGGREGATE BASE.
- 9

INSTALL CHAIN LINK FENCE PER 2023 CALTRANS STANDARD PLAN B11-47.
- 10

RESET EXISTING POLE-CRAFT FENCE PER LIMITS SHOWN.
- 11

REPLACE CMP PER GRADING AND DRAINAGE SHEETS.
- 12

INSTALL 48"x48"x24" PC CONCRETE DRAINAGE INLET WITH GRATED COVER
- 13

INSTALL 36"x36"x24" PC CONCRETE DRAINAGE INLET WITH GRATED COVER
- 14

INSTALL CALTRANS PC CURB DRAIN TYPE GO PER CALTRANS STANDARD PLAN D72E
- 15

GRADE TO LIMITS SHOWN
- 16

CONSTRUCT SIDEWALK PIPE UNDERDRAIN PER COUNTY STANDARD PLAN 3-010 AND 3-070
- 17

INSTALL AC DIKE, TYPE A PER CALTRANS 2023 STANDARD PLAN 87A
- 18

INSTALL DOUBLE YELLOW CENTERLINE STRIPING PER PAVEMENT DELINEATION PLAN SHEETS
- 19

INSTALL BROKEN WHITE BIKE LANE PER PAVEMENT DELINEATION PLAN SHEETS
- 20

INSTALL WHITE BIKE LANE PER PAVEMENT DELINEATION PLAN SHEETS
- 21

INSTALL PEDESTRIAN CROSSWALK STRIPING PER PAVEMENT DELINEATION PLAN SHEETS
- 22

CONSTRUCT HMA OVERSIDE PER 2023 CALTRANS STANDARD PLAN
- 23

CONSTRUCT BIO-SWALE PER GRADING AND DRAINAGE PLAN SHEETS.

- 24

CONSTRUCT ADA CURB RAMP. SEE CONSTRUCTION DETAILS
- 25

LANDSCAPING BY OTHERS
- 26

CONFORM TO EXISTING GRADE
- 27

CONSTRUCT DRIVEWAY PER COUNTY STANDARD PLAN 4-040, 4-045, AND 4-060
- 28

CONSTRUCT TYPE C PASSAGEWAY (MOD) PER CALTRANS STANDARD PLAN A88B
- 29

2.0' WIDE NATIVE BOULEVARD
- 30

NOT SHOWN
- 31

PROTECT IN PLACE
- 32

SAWCUT EXISTING PAVING 2' FROM PROPOSED GUTTER LIP.

LEGEND

- NATIVE SHOULDER
- CONFORM TO EXISTING AC
- 1'-2' BLOCK RETAINING WALL
- CONCRETE CURB AND GUTTER
- 1'-3' RETAINING WALL
- EXISTING ASPHALT CONCRETE
- ROCK SLOPE PROTECTION
- GRADING LIMITS
- LANDSCAPING (BY OTHERS)
- RIGHT OF WAY
- EXISTING EQUESTRIAN TRAIL
- PERMANENT EASEMENT LIMITS
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED BIO-SWALE
- TREES TO BE PROTECTED-IN-PLACE
- TREE REMOVAL
- TREE REMOVED

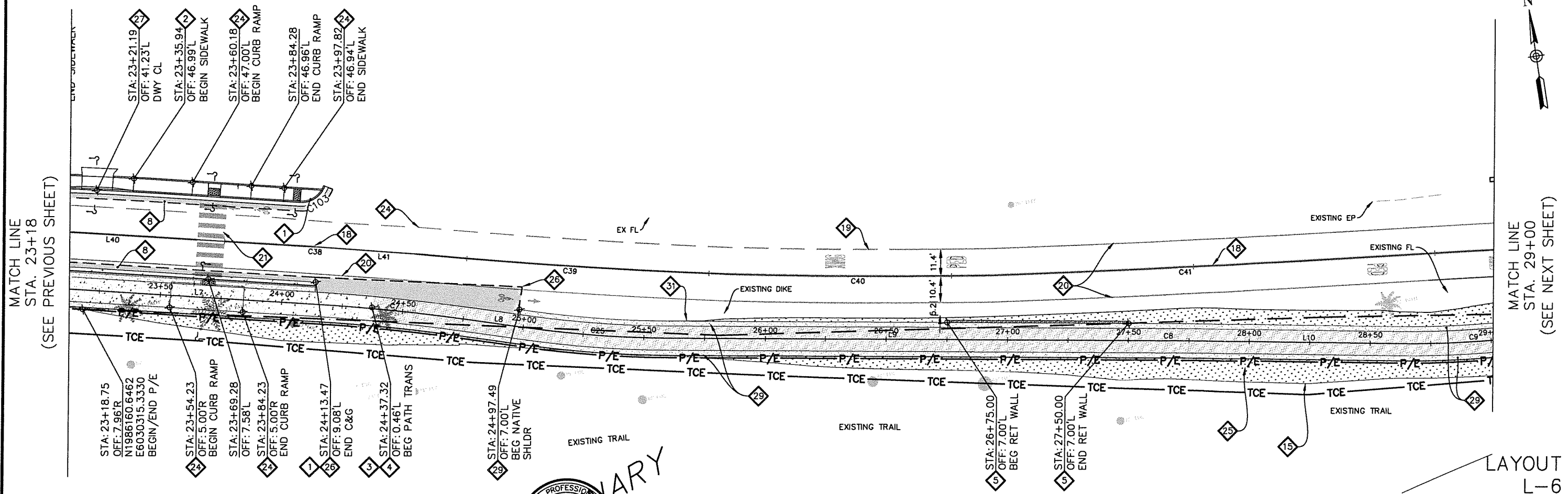
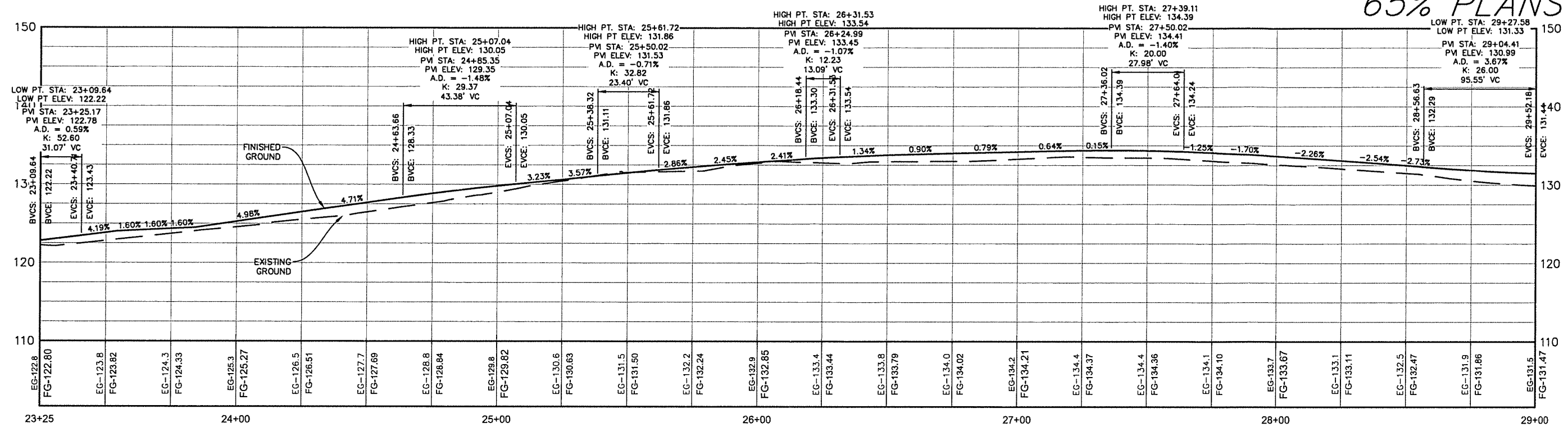
65% PLANS



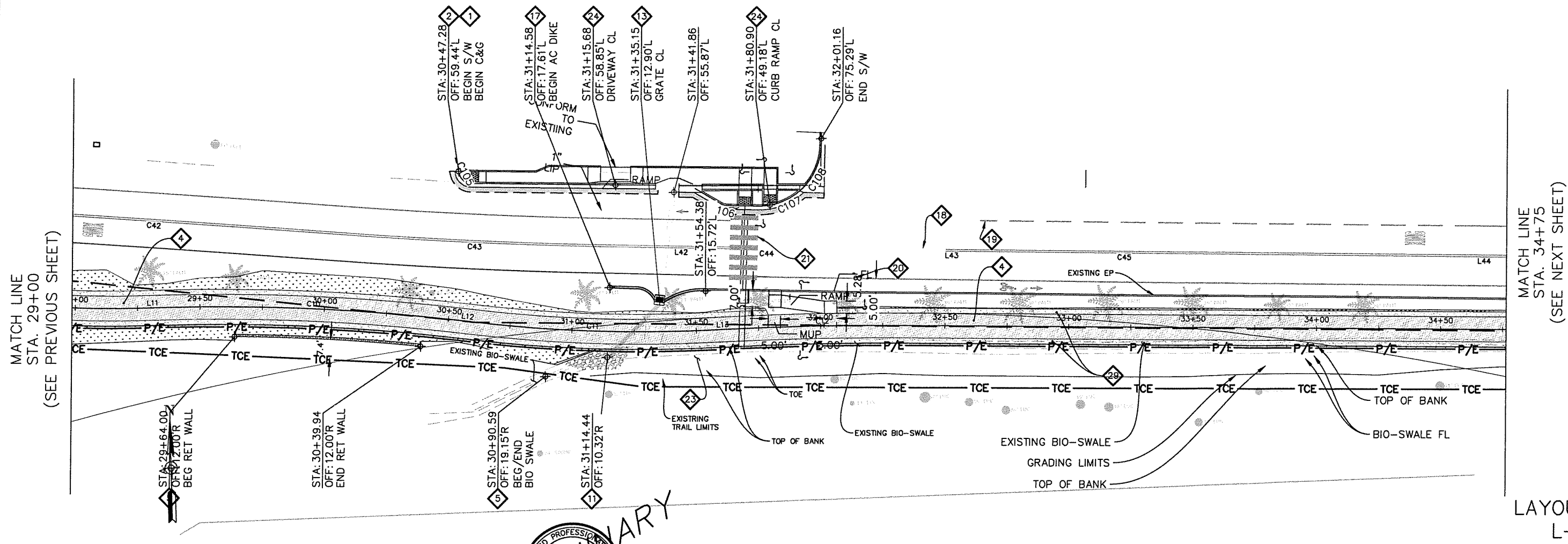
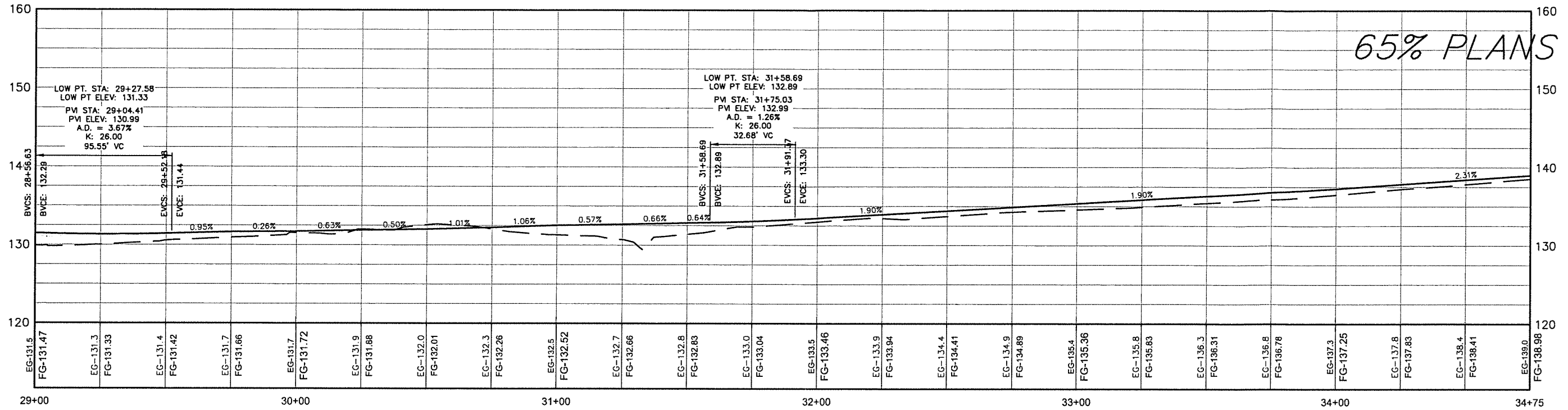
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| CONSTRUCTION STARTED: | | PROJECT ENGINEER: | | COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION | | DESIGN BY: ALMA D GARCIA | CHECKED BY: JESUS HERNANDEZ | SCALE 1"= 20' | PROJECT NO. 862416 | MODOC MULTI-USE PATH PHASE II | | SHEET NO. 16 OF 58 |
| CONSTRUCTION COMPLETED: | | | | | | DRAWN BY: ALMA D GARCIA | CONSTRUCTABILITY REVIEW BY: NAME | | | | | FILE NO. |
| RECORD DRAWING APPROVED BY: | | | | | | | | | | | | |
| SURVEY CHECKED BY: | | | | | | | | | | | | |
| FOR REDUCED PLANS ORIGINAL SCALE IN INCHES | | | | | | 0 1 2 3 | | DISREGARD PRINTS BEARING EARLIER REVISION DATES | | REVISION DATES (PRELIMINARY STAGE ONLY) | | |

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65% PLANS



| | | | | | | | | | |
|-------------------------|-----------------------------|--|--|-----------------------------|-------------------------------------|--|---|-------------------------------------|-----------------------|
| CONSTRUCTION STARTED: | PROJECT ENGINEER: | | COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION | DESIGN BY: ALMA D GARCIA | CHECKED BY: JESUS HERNANDEZ | SCALE 1" = 20' | PROJECT NO. 862416 | MODOC MULTI-USE PATH PHASE II | SHEET NO. 20 OF 58 |
| CONSTRUCTION COMPLETED: | RECORD DRAWING APPROVED BY: | | | DRAWN BY: ALMA D GARCIA | CONSTRUCTABILITY REVIEW BY: NAME | DISREGARD PRINTS BEARING EARLIER REVISION DATES | REVISION DATES (PRELIMINARY STAGE ONLY) | | FILE NO. |
| SURVEY CHECKED BY: | | | | | | | | | |
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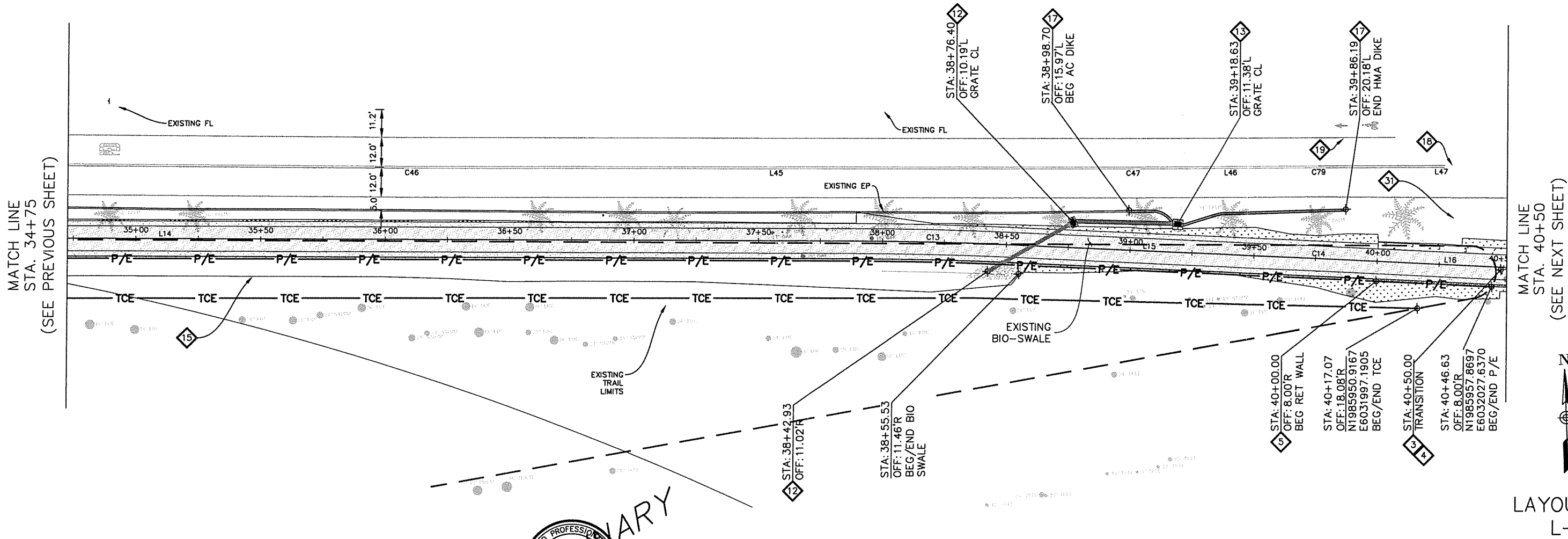
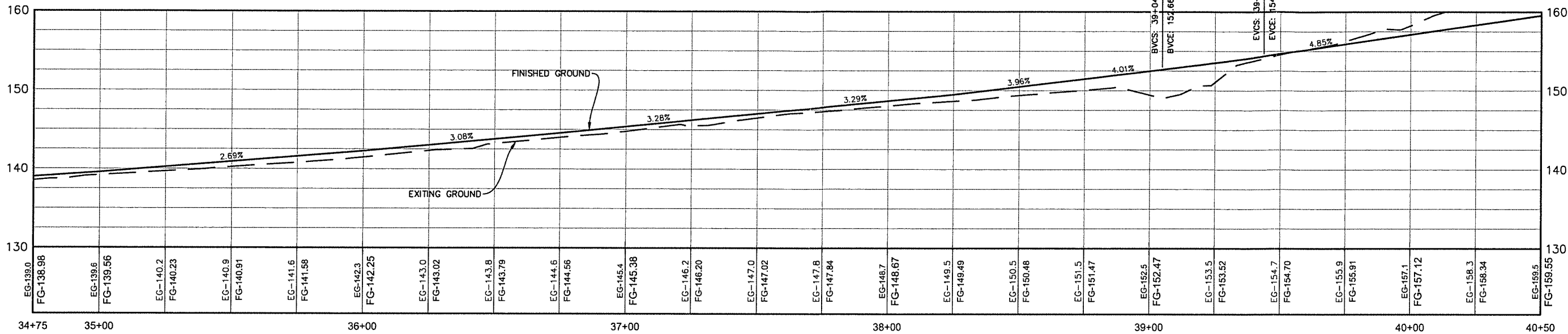


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| CONSTRUCTION STARTED: | PROJECT ENGINEER: | | COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION | | DESIGN BY: ALMA D GARCIA | CHECKED BY: JESUS HERNANDEZ | SCALE 1" = 20' | PROJECT NO. 862416 | MODOC MULTI-USE PATH PHASE II | | SHEET NO. 21 OF 58 |
| CONSTRUCTION COMPLETED: | | | | | DRAWN BY: ALMA D GARCIA | CONSTRUCTABILITY REVIEW BY: NAME | | | | FILE NO. | |
| RECORD DRAWING APPROVED BY: | | | | | | | | | | | |
| SURVEY CHECKED BY: | | | | | | | | | | | |
| FOR REDUCED PLANS ORIGINAL SCALE IN INCHES | | | | | 0 1 2 3 | | DISREGARD PRINTS BEARING EARLIER REVISION DATES | | | | |
| REVISION DATES (PRELIMINARY STAGE ONLY) | | | | | | | | | | | |

C:\Users\agarcia\AppData\Local\Temp\AcPublish_19452\862416_Proposed Design.dwg, L7, Sep 27, 2024 10:24pm, agarcia

65% PLANS

LOW PT. STA: 39+04.72
LOW PT. ELEV: 152.66
PVI STA: 39+24.15
PVI ELEV: 153.44
A.D. = 0.84%
K: 46.19
38.86' VC

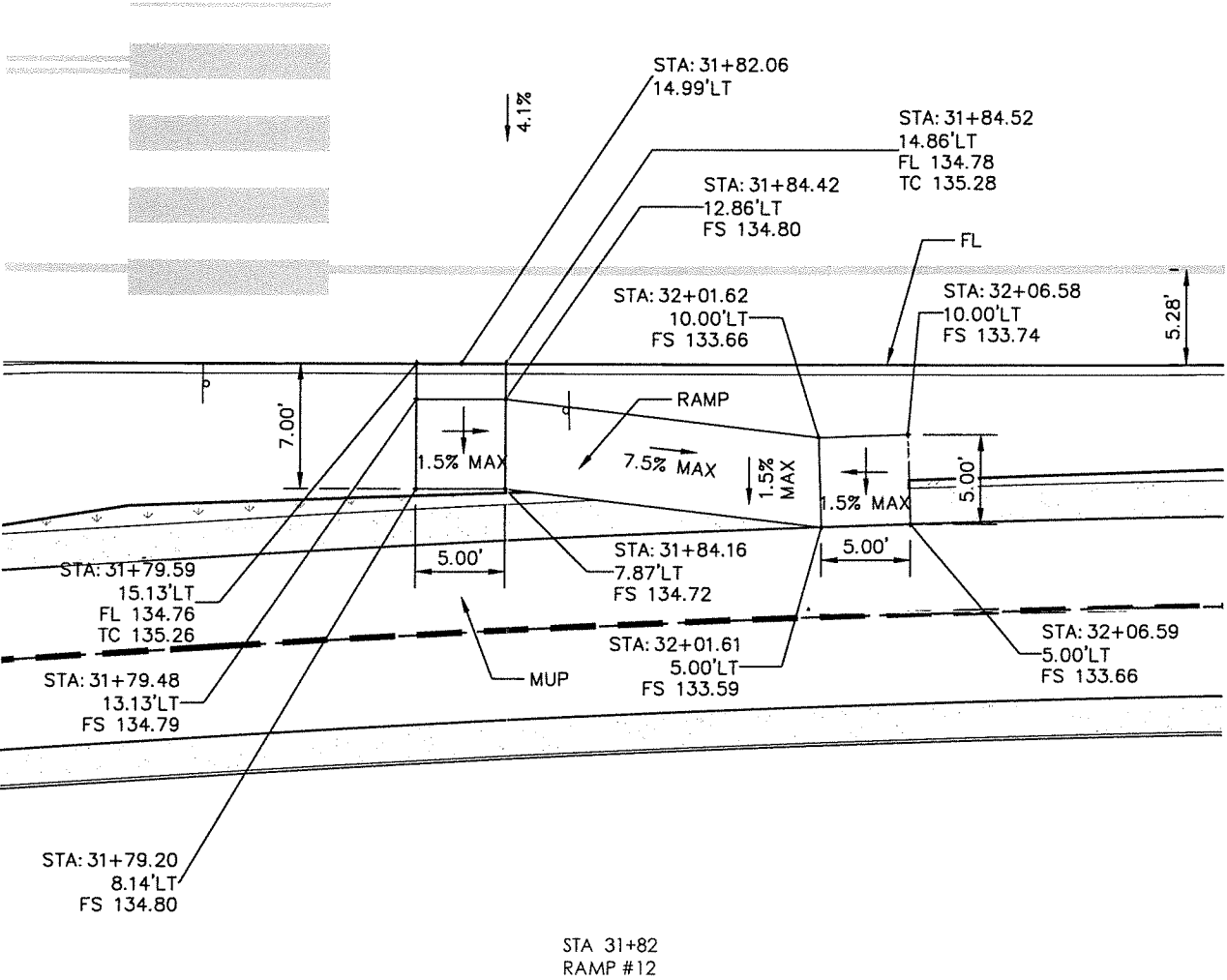


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| CONSTRUCTION STARTED: | | PROJECT ENGINEER: | | <div>PR</div> <div>PRELIMINARY</div> <div>REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA CIVIL</div> | COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION | | DESIGN BY: ALMA D GARCIA | CHECKED BY: JESUS HERNANDEZ | SCALE 1" = 20' | PROJECT NO. 862416 | MODOC MULTI-USE PATH PHASE II | SHEET NO. 22 OF 58 | | |
| CONSTRUCTION COMPLETED: | | | | | DRAWN BY: ALMA D GARCIA | CONSTRUCTABILITY REVIEW BY: NAME | | | | | | FILE NO. | | |
| RECORD DRAWING APPROVED BY: | | | | | | | | | | | | | | |
| SURVEY CHECKED BY: | | | | | | | | | | | | | | |
| FOR REDUCED PLANS ORIGINAL SCALE IN INCHES 0 1 2 3 | | | | | | | | | | DISREGARD PRINTS BEARING EARLIER REVISION DATES | | | REVISION DATES (PRELIMINARY STAGE ONLY) | |

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NOTE:
1. STATION OFFSET BASED ON
MUP ALIGNMENT

65% PLANS



CONSTRUCTION DETAILS
CD-8

| | | | | | | | | | | | |
|-----------------------------|--|-------------------|--|--|---|-------------------------|--|------------------|-----------------------|---|-----------------------|
| CONSTRUCTION STARTED: | | PROJECT ENGINEER: | | PRELIMINARY REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA Exp. _____ CIVIL | COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION | DESIGN BY: A. GARCIA | CHECKED BY: J. HERNANDEZ | SCALE 1" = 5' | PROJECT NO. 862416 | MODOC ROAD MULTI-USE PATH PHASE II | SHEET NO. 37 OF 58 |
| CONSTRUCTION COMPLETED: | | | | | | DRAWN BY: D. GARCIA | CONSTRUCTABILITY REVIEW BY: B. CLAVIN | | | | FILE NO. |
| RECORD DRAWING APPROVED BY: | | | | | | | | | | | |
| SURVEY CHECKED BY: | | | | | | | | | | | |
| | | | | | FOR REDUCED PLANS ORIGINAL SCALE IN INCHES | 0 1 2 3 | DISREGARD PRINTS BEARING EARLIER REVISION DATES | | | REVISION DATES (PRELIMINARY STAGE ONLY) | |




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DEMOLITION NOTES

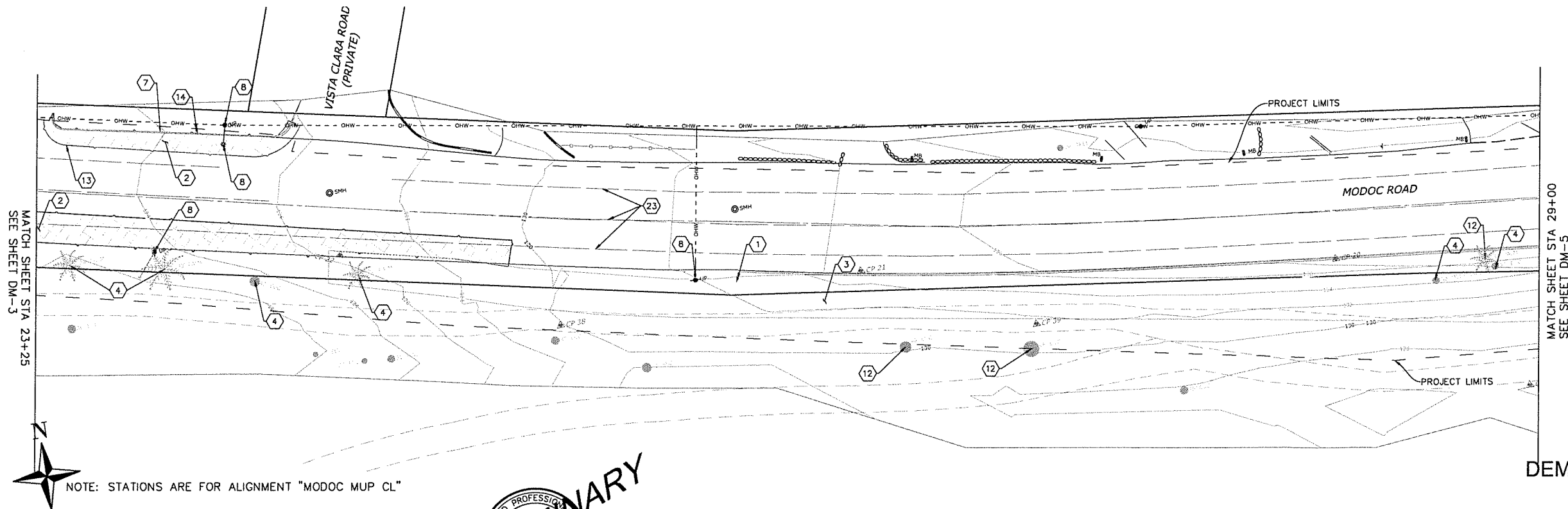
65% PLANS

- 1 REMOVE EXISTING SIGN AND RELOCATE. SEE PAVEMENT DELINEATION (PD) SHEETS FOR NEW SIGN LOCATIONS
- 2 REMOVE EXISTING ASPHALT CONCRETE, PER CONSTRUCTION DETAIL LIMITS.
- 3 CLEAR AND GRUB ALL EXISTING FEATURES WITHIN PROJECT LIMITS, AS SHOWN, BUT NOT LIMITED TO: VEGETATIONS, ROCKS, TREES, LANDSCAPING, HARDSCAPE, ETC.
- 4 REMOVE EXISTING TREES AT LOCATIONS SHOWN, BY OTHERS.
- 5 REMOVE EXISTING POSTS
- 6 REMOVE EXISTING CONCRETE CURB, GUTTER AND SIDEWALK.
- 7 REMOVE EXISTING AC BERM/DIKE.
- 8 EXISTING UTILITY, SEE UTILITY SHEETS FOR ADDITIONAL DETAILS.
- 9 REMOVE EXISTING SAND BAG WALL
- 10 REPLACE EXISTING 24" CMP STORM DRAIN, SEE DRAINAGE SHEETS FOR LIMITS.
- 11 ADJUST EXISTING UTILITY TO FINAL GRADE, BY OTHERS, SEE UTILITY SHEETS.
- 12 PROTECT IN PLACE TREES
- 13 SAW-CUT EXISTING PAVEMENT OR SIDEWALK AT LIMITS SHOWN
- 14 EXISTING SIGN AND POST TO BE PROTECTED IN PLACE.
- 15 EXISTING FENCE ENCLOSURE, PROTECT IN PLACE.
- 16 RELOCATE EXISTING STORM DRAIN, SEE UTILITY SHEETS.

- 17 PROTECT IN PLACE EXISTING SAND BAG WALL
- 18 EXISTING STORM DRAIN, PROTECT IN PLACE.
- 19 REPLACE EXISTING 18" CMP STORM DRAIN, SEE UTILITY SHEETS FOR ADDITIONAL DETAILS.
- 21 CLEAR AND GRUBBING LIMITS.
- 22 PROTECT IN PLACE EXISTING UTILITY
- 23

- LIMITS OF PROPOSED IMPROVEMENTS
-  REMOVE ASPHALT CONCRETE PAVEMENT
- SAWCUT LINE
-  CLEARING AND GRUBBING LIMITS
-  REMOVE CONCRETE CURB, GUTTER AND SIDEWALK

GENERAL NOTES:
ALL TREE REMOVAL SHOULD BE CONDUCTED OUTSIDE OF NESTING SEASON, WHICH IS FROM FEBRUARY THROUGH AUGUST.



NOTE: STATIONS ARE FOR ALIGNMENT "MODOC MUP CL"

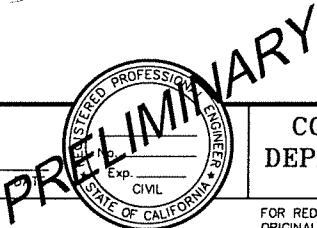
DEMOLITION
DM-4

| | | | | | | | | | | |
|-----------------------------|--|-------------------|--|--|--------------------|-------------------------------------|-------------------|-----------------------|------------------------------------|---------------------|
| CONSTRUCTION STARTED: | | PROJECT ENGINEER: | | COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION | DESIGN BY: NAME | CHECKED BY: NAME | SCALE 1" = 20' | PROJECT NO. 862416 | MODOC PHASE 2 MULTIPURPOSE PATH | SHEET NO. 4 OF 8 |
| CONSTRUCTION COMPLETED: | | | | | DRAWN BY: NAME | CONSTRUCTABILITY REVIEW BY: NAME | | | | FILE NO. |
| RECORD DRAWING APPROVED BY: | | | | | | | | | | |
| SURVEY CHECKED BY: | | | | | | | | | | |

FOR REDUCED PLANS
ORIGINAL SCALE IN INCHES 0 1 2 3

DISREGARD PRINTS BEARING
EARLIER REVISION DATES

REVISION DATES (PRELIMINARY STAGE ONLY)



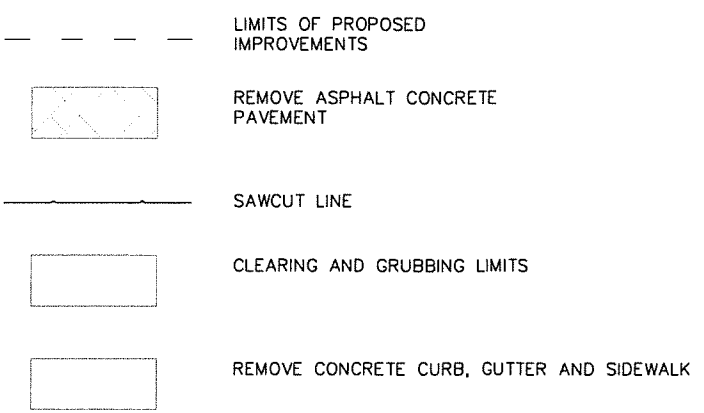
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DEMOLITION NOTES

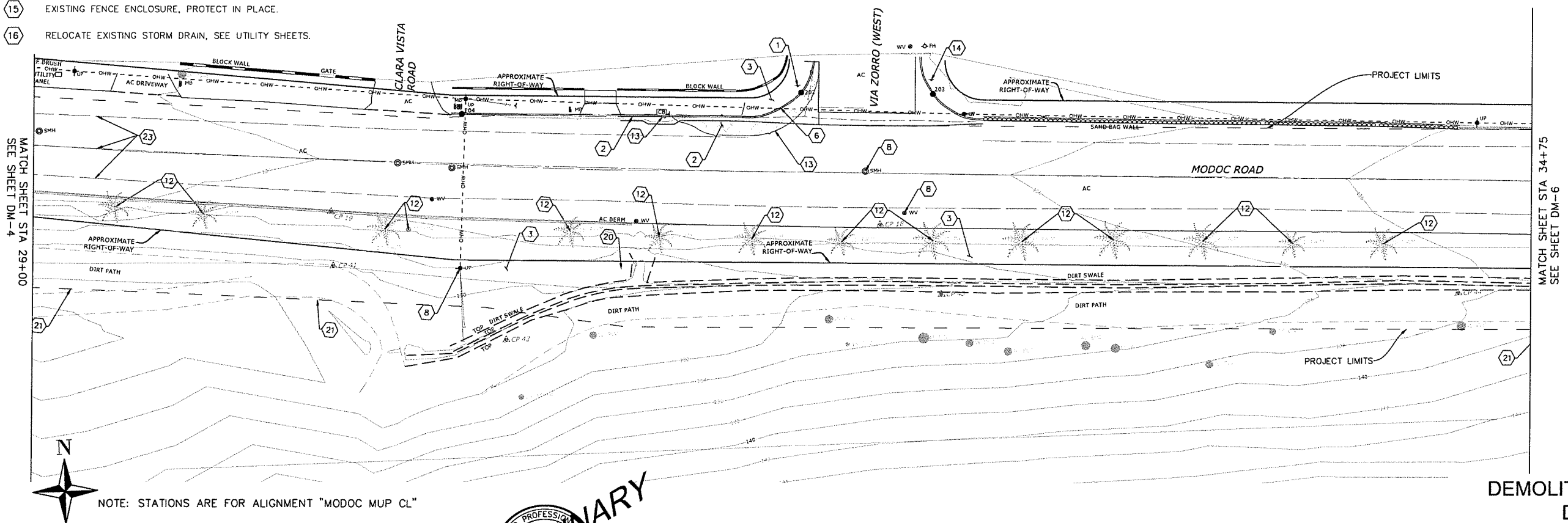
65% PLANS

- 1 REMOVE EXISTING SIGN AND RELOCATE. SEE PAVEMENT DELINEATION (PD) SHEETS FOR NEW SIGN LOCATIONS
- 2 REMOVE EXISTING ASPHALT CONCRETE, PER CONSTRUCTION DETAIL LIMITS.
- 3 CLEAR AND GRUB ALL EXISTING FEATURES WITHIN PROJECT LIMITS, AS SHOWN, BUT NOT LIMITED TO: VEGETATIONS, ROCKS, TREES, LANDSCAPING, HARDSCAPE, ETC.
- 4 REMOVE EXISTING TREES AT LOCATIONS SHOWN, BY OTHERS.
- 5 REMOVE EXISTING POSTS
- 6 REMOVE EXISTING CONCRETE CURB, GUTTER AND SIDEWALK.
- 7 REMOVE EXISTING AC BERM/DIKE.
- 8 EXISTING UTILITY, SEE UTILITY SHEETS FOR ADDITIONAL DETAILS.
- 9 REMOVE EXISTING SAND BAG WALL
- 10 REPLACE EXISTING 24" CMP STORM DRAIN, SEE DRAINAGE SHEETS FOR LIMITS.
- 11 ADJUST EXISTING UTILITY TO FINAL GRADE, BY OTHERS, SEE UTILITY SHEETS.
- 12 PROTECT IN PLACE TREES
- 13 SAW-CUT EXISTING PAVEMENT OR SIDEWALK AT LIMITS SHOWN
- 14 EXISTING SIGN AND POST TO BE PROTECTED IN PLACE.
- 15 EXISTING FENCE ENCLOSURE, PROTECT IN PLACE.
- 16 RELOCATE EXISTING STORM DRAIN, SEE UTILITY SHEETS.

- 17 PROTECT IN PLACE EXISTING SAND BAG WALL
- 18 EXISTING STORM DRAIN, PROTECT IN PLACE.
- 19 REPLACE EXISTING 18" CMP STORM DRAIN, SEE UTILITY SHEETS FOR ADDITIONAL DETAILS.
- 21 CLEAR AND GRUBBING LIMITS.
- 22 PROTECT IN PLACE EXISTING UTILITY
- 23



GENERAL NOTES:
ALL TREE REMOVAL SHOULD BE CONDUCTED OUTSIDE OF NESTING SEASON, WHICH IS FROM FEBRUARY THROUGH AUGUST.



NOTE: STATIONS ARE FOR ALIGNMENT "MODOC MUP CL"

DEMOLITION
DM-5

| | | | | | | | | | | | | | |
|---|--|-------------------|--|---|--|-------------------------------------|---------------------|--|-----------------------|------------------------------------|---------------------------------|---|--|
| CONSTRUCTION STARTED: | | PROJECT ENGINEER: | | PRELIMINARY REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA CIVIL Exp. 12/31/2024 | COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION | DESIGN BY: NAME | CHECKED BY: NAME | SCALE 1"= 20' | PROJECT NO. 862416 | MODOC PHASE 2 MULTIPURPOSE PATH | SHEET NO. 5 OF 8 FILE NO. | | |
| CONSTRUCTION COMPLETED: | | | | | DRAWN BY: NAME | CONSTRUCTABILITY REVIEW BY: NAME | | | | | | | |
| RECORD DRAWING APPROVED BY: | | | | | | | | | | | | | |
| SURVEY CHECKED BY: | | | | | | | | | | | | | |
| FOR REDUCED PLANS ORIGINAL SCALE IN INCHES | | | | | | 0 1 2 3 | | DISREGARD PRINTS BEARING EARLIER REVISION DATES | | | | REVISION DATES (PRELIMINARY STAGE ONLY) | |

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DEMOLITION NOTES

65% PLANS

- 1

REMOVE EXISTING SIGN AND RELOCATE. SEE PAVEMENT DELINEATION (PD) SHEETS FOR NEW SIGN LOCATIONS
- 2

REMOVE EXISTING ASPHALT CONCRETE, PER CONSTRUCTION DETAIL LIMITS.
- 3

CLEAR AND GRUB ALL EXISTING FEATURES WITHIN PROJECT LIMITS, AS SHOWN, BUT NOT LIMITED TO: VEGETATIONS, ROCKS, TREES, LANDSCAPING, HARDSCAPE, ETC.
- 4

REMOVE EXISTING TREES AT LOCATIONS SHOWN, BY OTHERS.
- 5

REMOVE EXISTING POSTS
- 6

REMOVE EXISTING CONCRETE CURB, GUTTER AND SIDEWALK.
- 7

REMOVE EXISTING AC BERM/DIKE.
- 8

EXISTING UTILITY, SEE UTILITY SHEETS FOR ADDITIONAL DETAILS.
- 9

REMOVE EXISTING SAND BAG WALL
- 10

REPLACE EXISTING 24" CMP STORM DRAIN, SEE DRAINAGE SHEETS FOR LIMITS.
- 11

ADJUST EXISTING UTILITY TO FINAL GRADE, BY OTHERS, SEE UTILITY SHEETS.
- 12

PROTECT IN PLACE TREES
- 13

SAW-CUT EXISTING PAVEMENT OR SIDEWALK AT LIMITS SHOWN
- 14

EXISTING SIGN AND POST TO BE PROTECTED IN PLACE.
- 15

EXISTING FENCE ENCLOSURE, PROTECT IN PLACE.
- 16

RELOCATE EXISTING STORM DRAIN, SEE UTILITY SHEETS.

- 17

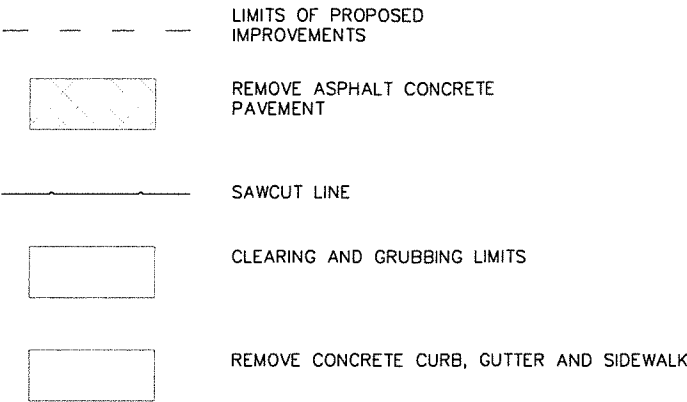
PROTECT IN PLACE EXISTING SAND BAG WALL
- 18

EXISTING STORM DRAIN, PROTECT IN PLACE.
- 19

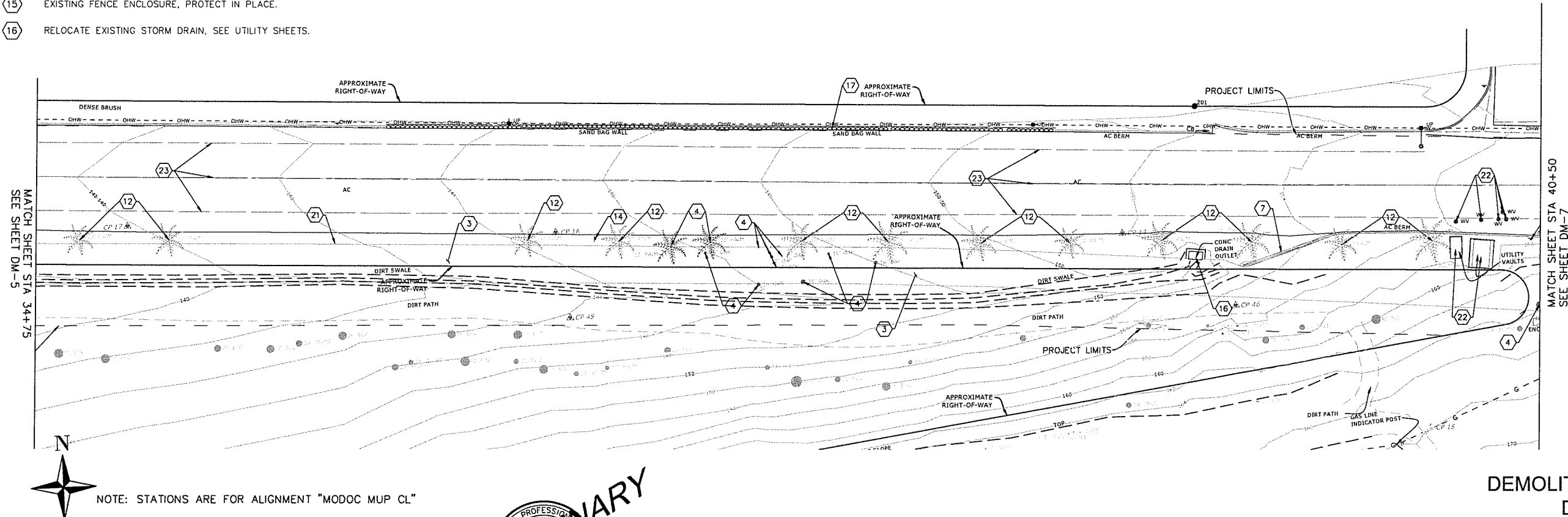
REPLACE EXISTING 18" CMP STORM DRAIN, SEE UTILITY SHEETS FOR ADDITIONAL DETAILS.
- 21

CLEAR AND GRUBBING LIMITS.
- 22

PROTECT IN PLACE EXISTING UTILITY
- 23



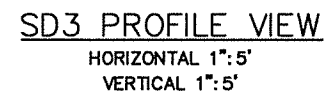
GENERAL NOTES:
ALL TREE REMOVAL SHOULD BE CONDUCTED OUTSIDE OF NESTING SEASON, WHICH IS FROM FEBRUARY THROUGH AUGUST.




| | | | | | | | | | | | | | | | |
|---|--|-------------------|--|--|--|-------------------------------------|--------------------|---------------------|-------------------|-----------------------|------------------------------------|--|--|---|--|
| CONSTRUCTION STARTED: | | PROJECT ENGINEER: | | <div>REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA CIVIL</div> <div>PRELIMINARY</div> | COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION | | DESIGN BY: NAME | CHECKED BY: NAME | SCALE 1" = 20' | PROJECT NO. 862416 | MODOC PHASE 2 MULTIPURPOSE PATH | SHEET NO. 6 OF 8 FILE NO. | | | |
| CONSTRUCTION COMPLETED: | | | | | DRAWN BY: NAME | CONSTRUCTABILITY REVIEW BY: NAME | | | | | | | | | |
| RECORD DRAWING APPROVED BY: | | | | | | | | | | | | | | | |
| SURVEY CHECKED BY: | | | | | | | | | | | | | | | |
| FOR REDUCED PLANS ORIGINAL SCALE IN INCHES | | | | | | | | | | 0 1 2 3 | | DISREGARD PRINTS BEARING EARLIER REVISION DATES | | REVISION DATES (PRELIMINARY STAGE ONLY) | |

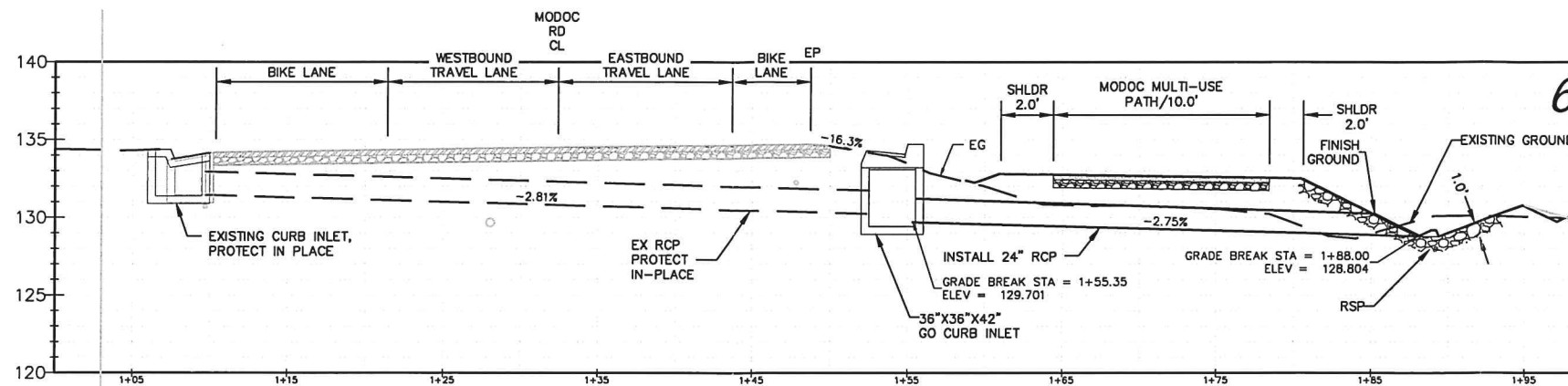
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GRADING AND DRAINAGE
D-3



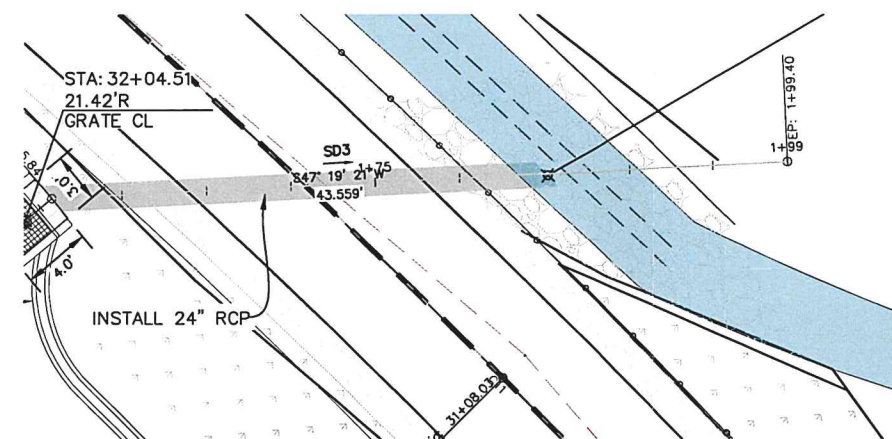
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| CONSTRUCTION STARTED: | | PROJECT ENGINEER: _____ |  | COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION | DESIGN BY: A. GARCIA | CHECKED BY: J. HERNANDEZ | SCALE 1" = 5' | PROJECT NO. 862416 | MODOC ROAD MULTI-USE PATH PHASE II | SHEET NO. 38 OF 58 |
| CONSTRUCTION COMPLETED: | | | | DRAWN BY: A. GARCIA | CONSTRUCTABILITY REVIEW BY: B. CLAVIN | FILE NO. | | | | |
| RECORD DRAWING APPROVED BY: | | | | | | | | | | |
| SURVEY CHECKED BY: | | FOR REDUCED PLANS ORIGINAL SCALE IN INCHES | | | 0 1 2 3 | | DISREGARD PRINTS BEARING EARLIER REVISION DATES → | | REVISION DATES (PRELIMINARY STAGE ONLY) | |

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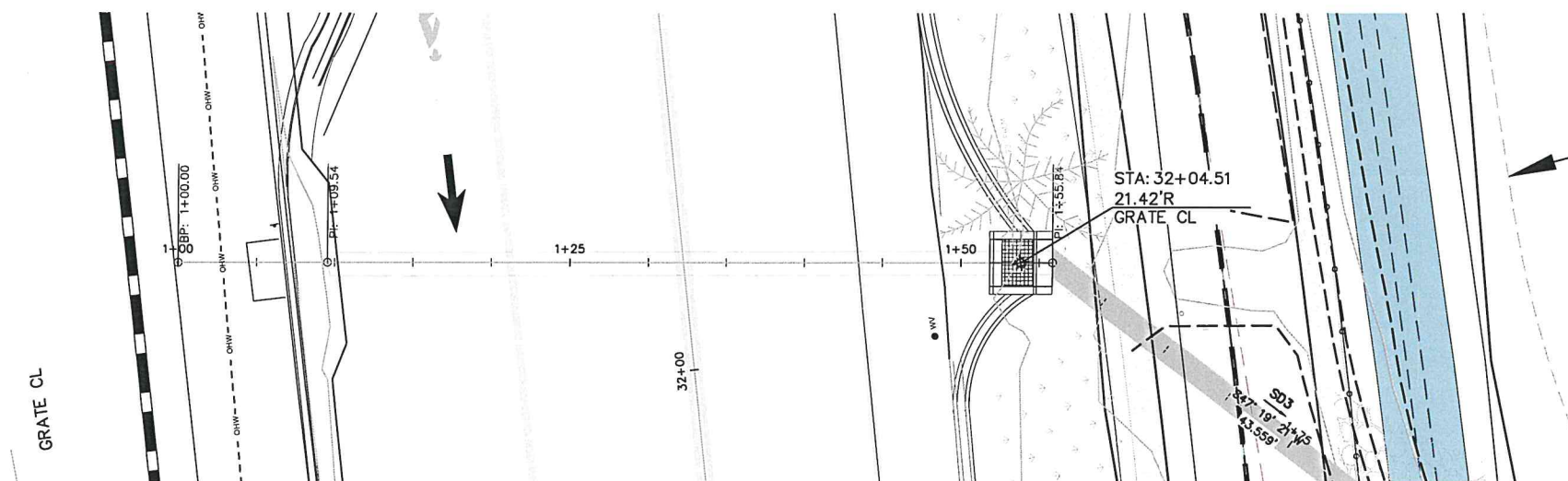


SD3 PROFILE VIEW
HORIZONTAL 1"=5'
VERTICAL 1"=5'

| EXISTING UTILITIES | | | | |
|--------------------|------------------|----------------|------------|--------|
| NO. | UTILITY | OFFSET FROM CL | ELEV/DEPTH | ACTION |
| 1 | 8" GAS | | | TBD |
| 2 | SEWER | | | TBD |
| 3 | 15" GOLETA WATER | | | TBD |



SD3 PLAN VIEW
SCALE 1"=5'



SD3 PLAN VIEW
SCALE 1"=5'

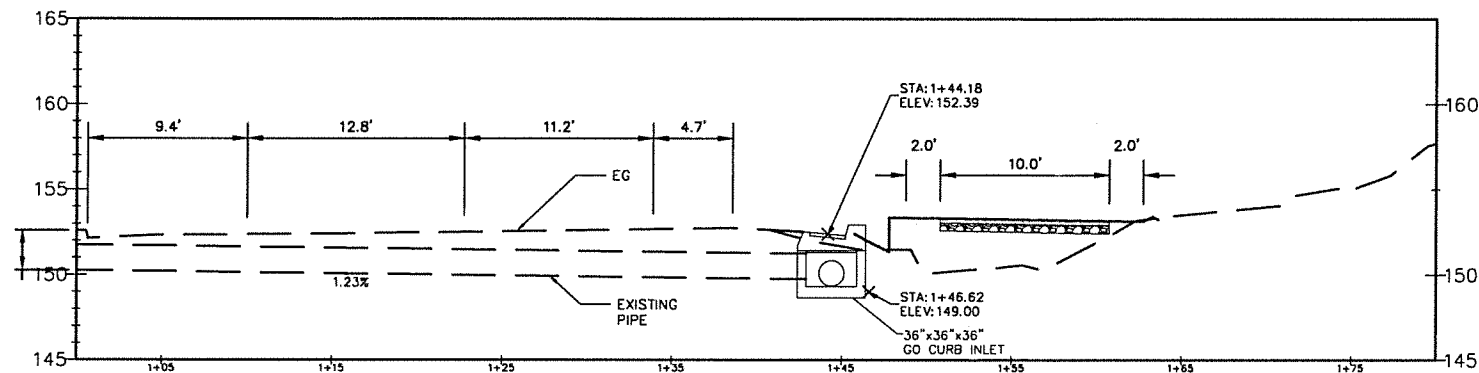
GRADING AND DRAINAGE
D-4

| | | | | | | | | | | | | |
|-----------------------------|--|-------------------|--|---|--|-------------------------|-----------------------------|--|-----------------------|--|-----------------------------------|--|
| CONSTRUCTION STARTED: | | PROJECT ENGINEER: | | PRELIMINARY REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA Exp. CIVIL | COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION | DESIGN BY: A. GARCIA | CHECKED BY: J. HERNANDEZ | SCALE 1"= 5' | PROJECT NO. 862416 | MODOC ROAD MULTI-USE PATH PHASE II | SHEET NO. 39 OF 58 FILE NO. | |
| CONSTRUCTION COMPLETED: | | | | | FOR REDUCED PLANS ORIGINAL SCALE IN INCHES | | DRAWN BY: A. GARCIA | CONSTRUCTABILITY REVIEW BY: B. CLAVIN | | | | |
| RECORD DRAWING APPROVED BY: | | | | | | | | | | | | |
| SURVEY CHECKED BY: | | | | | | | | | | | | |

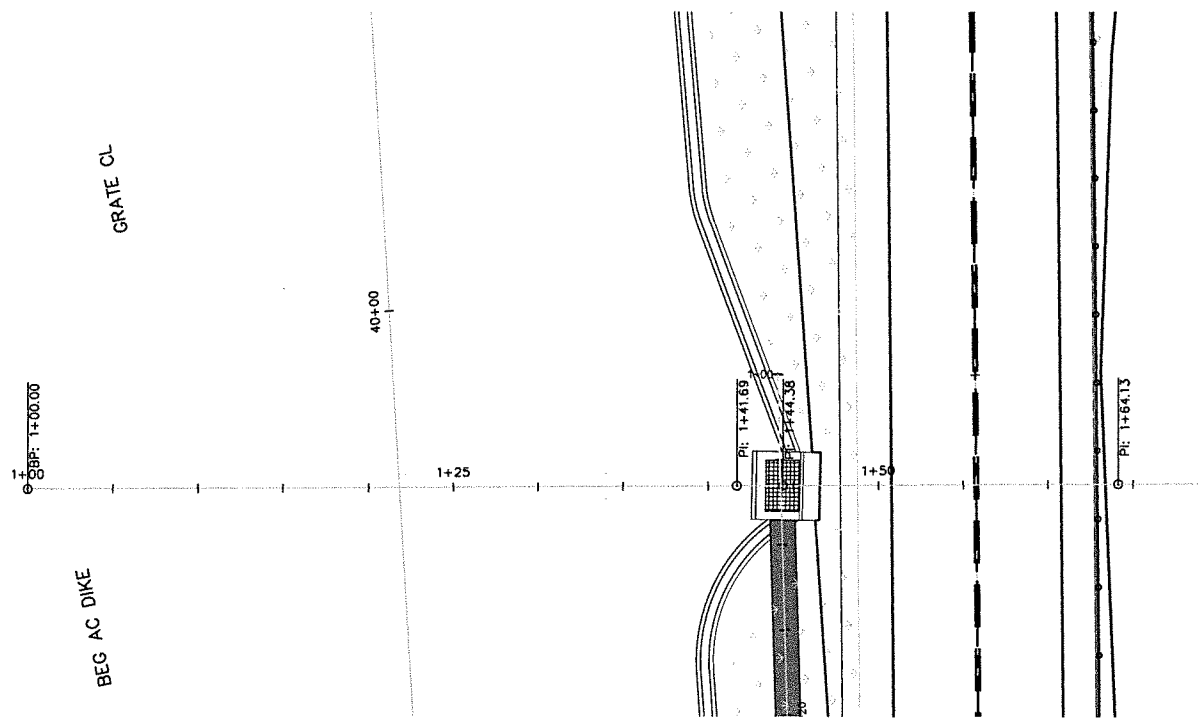
DISREGARD PRINTS BEARING
EARLIER REVISION DATES

REVISION DATES (PRELIMINARY STAGE ONLY)

65% PLANS



STA 39+00 PROFILE VIEW
HORIZONTAL 1"=5'
VERTICAL 1"=5'

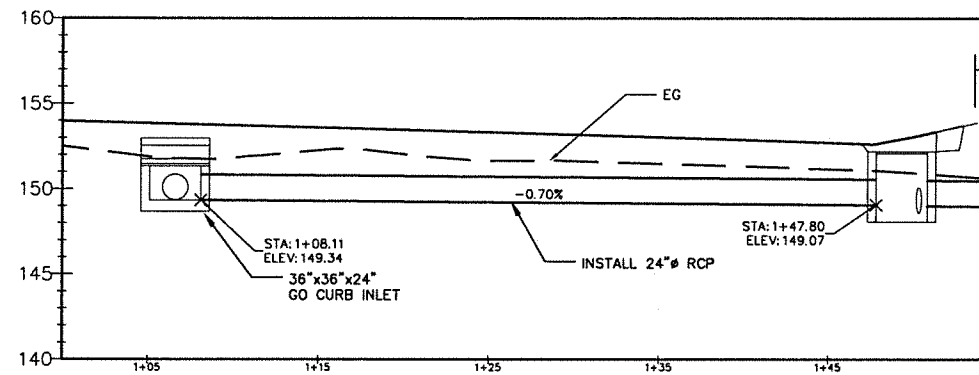


STA 39+00 PLAN VIEW
SCALE 1"=5'

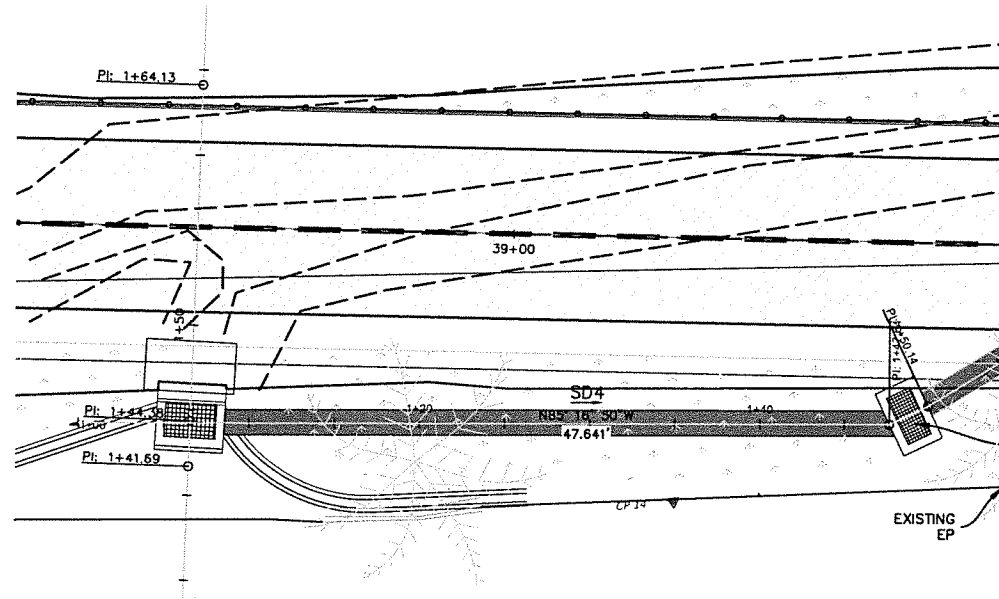
GRADING AND DRAINAGE
D-5

| | | | | | | | | | | |
|---|--|-------------------|---|--|--|-----------------------------|--|-----------------------|--|-----------------------|
| CONSTRUCTION STARTED: | | PROJECT ENGINEER: | <div><div>PRELIMINARY</div><div>REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA Exp. _____ CIVIL</div></div> | COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION | DESIGN BY: A. GARCIA | CHECKED BY: J. HERNANDEZ | SCALE 1"= 5' | PROJECT NO. 862416 | MODOC ROAD MULTI-USE PATH PHASE II | SHEET NO. 40 OF 58 |
| CONSTRUCTION COMPLETED: | | | | DRAWN BY: A. GARCIA | CONSTRUCTABILITY REVIEW BY: B. CLAVIN | | | | FILE NO. | |
| RECORD DRAWING APPROVED BY: | | | | | | | | | | |
| SURVEY CHECKED BY: | | | | | | | | | | |
| FOR REDUCED PLANS ORIGINAL SCALE IN INCHES | | | | | 0 1 2 3 | | DISREGARD PRINTS BEARING EARLIER REVISION DATES | | REVISION DATES (PRELIMINARY STAGE ONLY) | |

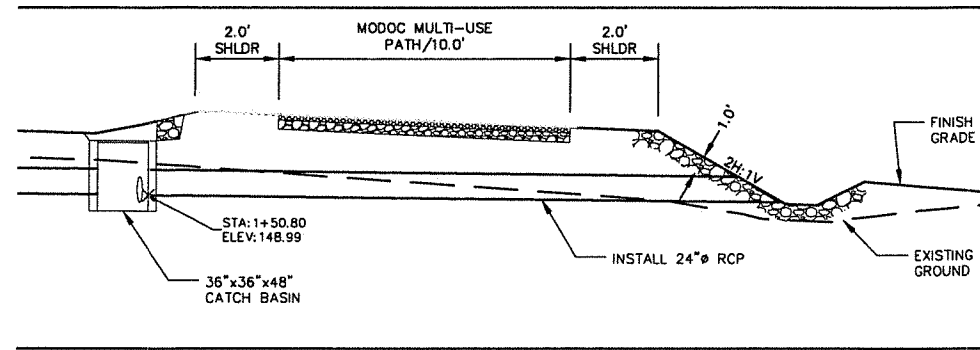
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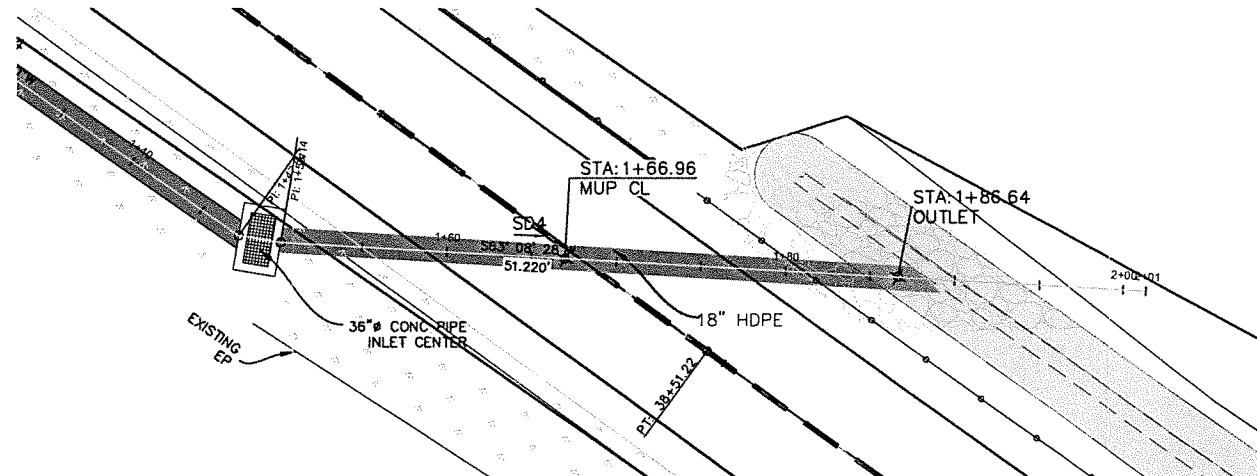
SD4 PROFILE VIEW
HORIZONTAL 1"=5'
VERTICAL 1"=5'



SD4 PLAN VIEW
SCALE 1"=5'



SD5 PROFILE VIEW
HORIZONTAL 1"=5'
VERTICAL 1"=5'

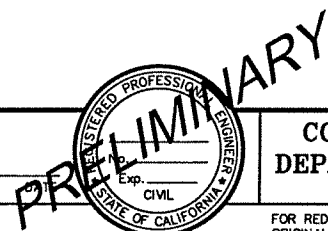


SD5 PLAN VIEW
SCALE 1"=5'

65% PLANS

GRADING AND DRAINAGE
D-6

| | | | | | | | | | | | | | |
|-----------------------------|--|-------------------|--|------------|-----------|-----------------------------|--------------|--|--------|---|--------|--|-----------------------|
| CONSTRUCTION STARTED: | | PROJECT ENGINEER: | | DESIGN BY: | A. GARCIA | CHECKED BY: | J. HERNANDEZ | SCALE | 1"= 5' | PROJECT NO. | 862416 | MODOC ROAD MULTI-USE PATH PHASE II | SHEET NO. 41 OF 58 |
| CONSTRUCTION COMPLETED: | | | | DRAWN BY: | A. GARCIA | CONSTRUCTABILITY REVIEW BY: | B. CLAVIN | | | | | | FILE NO. |
| RECORD DRAWING APPROVED BY: | | | | | | | | DISREGARD PRINTS BEARING EARLIER REVISION DATES | | REVISION DATES (PRELIMINARY STAGE ONLY) | | | |
| SURVEY CHECKED BY: | | | | | | | | | | | | | |



COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION

FOR REDUCED PLANS
ORIGINAL SCALE IN INCHES



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Trees

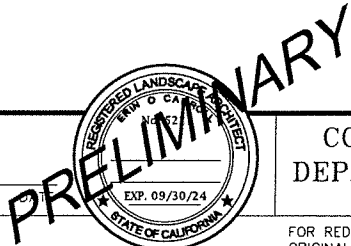
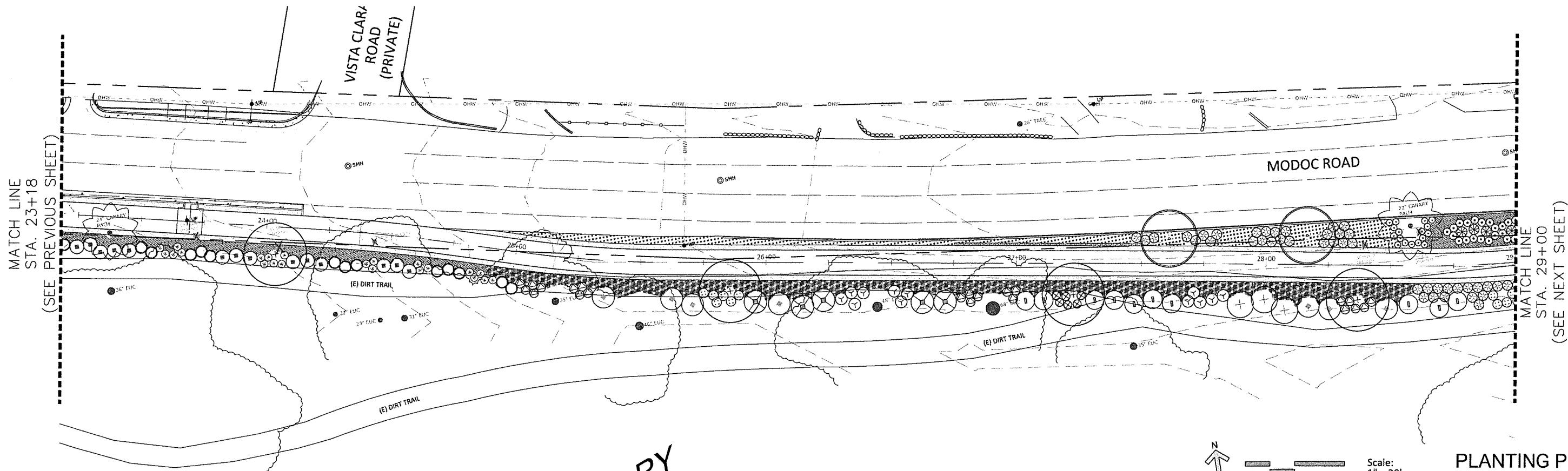
| Botanical Name | Common Name | Size | WUCOLS / Notes |
|--------------------|----------------|--------|---------------------------------------|
| Quercus agrifolia | Coast Live Oak | 15 Gal | VL H2O. Standard form, low branching. |
| Quercus tomentella | Island Oak | 15 Gal | L H2O. Standard form, low branching. |

Shrubs, Perennials, Succulents, Grasses and Vines

| Botanical Name | Common Name | Size | WUCOLS / Notes |
|---------------------------------------|---------------------------|-------|--|
| Asclepias fascicularis | Narrow Leaf Milkweed | 1 Gal | VL H2O |
| Calystegia macrostegia | California Morning Glory | 1 Gal | L H2O. Train to railing with brown twine |
| Encelia californica | Coast Sunflower | 1 Gal | L H2O |
| Epilobium canum | California Fuchsia | 1 Gal | VL H2O |
| Eriogonum fasciculatum | California Buckwheat | 1 Gal | VL H2O |
| Hesperoyucca whipplei | Chaparral Yucca | 5 Gal | VL H2O |
| Heteromeles arbutifolia | Toyon | 5 Gal | VL H2O |
| Juncus patens | California Rush | 1 Gal | L H2O |
| Keckiella cordifolia | Heartleaf Penstemon | 1 Gal | VL H2O |
| Lonicera subspicata var. subspicata | Santa Barbara Honeysuckle | 1 Gal | L H2O |
| Muhlenbergia rigens | Deer Grass | 1 Gal | L H2O |
| Prunus ilicifolia ssp. lyonii | Catalina Cherry | 5 Gal | L H2O |
| Rhamnus californica 'Mound San Bruno' | Mounding Coffeeberry | 5 Gal | L H2O |
| Rhus integrifolia | Lemonadeberry | 5 Gal | VL H2O |
| Ribes amarum | Bitter Gooseberry | 1 Gal | VL H2O |
| Romneya coulteri | Matilija Poppy | 1 Gal | VL H2O |
| Salvia leucophylla | Purple Sage | 5 Gal | L H2O |
| Salvia spathacea | Hummingbird Sage | 1 Gal | L H2O |
| Sambucus nigra ssp. caerulea | Blue Elderberry | 1 Gal | L H2O |

Groundcovers and Grasses

| Botanical Name | Common Name | Size | WUCOLS / Notes |
|--|---|---|------------------------------|
| Baccharis pilularis 'Twin Peaks' | Dwarf Coyote Brush | 1 Gal | L H2O. Plant @ 48" O.C. |
| Eriogonum parvifolium overseeded with Achillea millefolium, Escholtzia californica, and Sisyrinchium bellum. | Sea Cliff Buckwheat with White Yarrow, CA Poppy, and Blue Eyed Grass. | 1 Gal for Eriogonum. Seed for Achillea, Escholtzia and Sisyrinchium at a rate of 1.0 lbs, 2.0 lbs, and 1.5 lbs live seed per acre respectively. Use Sisyrinchium organic compost instead of bark mulch. | L H2O. Plant @ 30" O.C. Seed |
| Lessingia filaginifolia 'Silver Carpet' | Silver Carpet Beach Aster | 1 Gal | L H2O. Plant @ 48" O.C. |
| Nassella pulchra | Purple Needle Grass | 4" Pots | L H2O. Plant @ 24" O.C. |

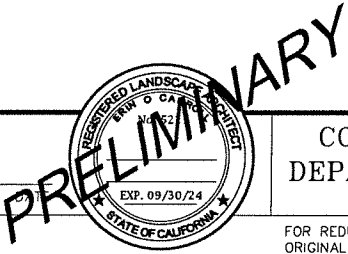
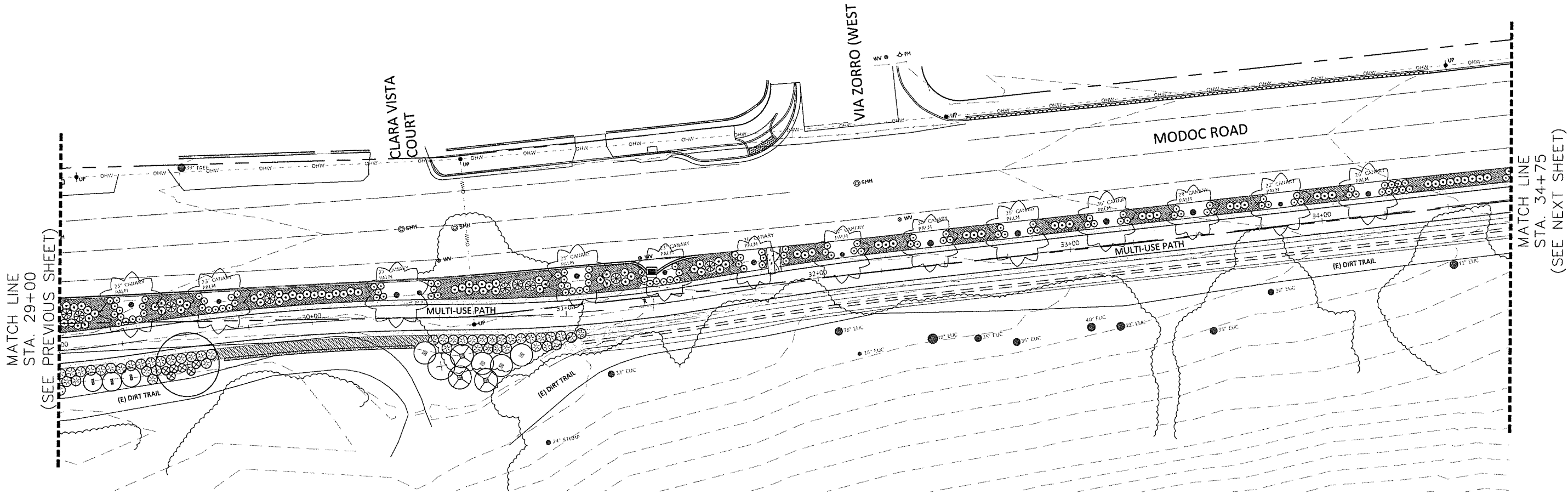


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| CONSTRUCTION STARTED: | PROJECT ENGINEER: | DESIGN BY: E. CARROLL | CHECKED BY: E. CARROLL | SCALE 1" = 20' | PROJECT NO. 862416 | MODOC MULTI-USE PATH PHASE II | SHEET NO. X OF X |
| CONSTRUCTION COMPLETED: | | DRAWN BY: E. CARROLL & M. GARDNER | CONSTRUCTABILITY REVIEW BY: NAME | | | | FILE NO. |
| RECORD DRAWING APPROVED BY: | | DISREGARD PRINTS BEARING EARLIER REVISION DATES | | | | REVISION DATES (PRELIMINARY STAGE ONLY) | |
| SURVEY CHECKED BY: | | | | | | | |

65% PLANS

| Trees | | | |
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| Shrubs, Perennials, Succulents, Grasses and Vines | | | |
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| Epilobium canum | California Fuchsia | 1 Gal | VL H2O |
| Eriogonum fasciculatum | California Buckwheat | 1 Gal | VL H2O |
| Hesperoyucca whipplei | Chaparral Yucca | 5 Gal | VL H2O |
| Heteromeles arbutifolia | Toyon | 5 Gal | VL H2O |
| Juncus patens | California Rush | 1 Gal | L H2O |
| Keckiella cordifolia | Heartleaf Penstemon | 1 Gal | VL H2O |
| Lonicera subspicata var. subspicata | Santa Barbara Honeysuckle | 1 Gal | L H2O |
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| CONSTRUCTION STARTED: | PROJECT ENGINEER: | COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION | DESIGN BY: E. CARROLL | CHECKED BY: E. CARROLL | SCALE 1" = 20' | PROJECT NO. 862416 | MODOC MULTI-USE PATH PHASE II | SHEET NO. X OF X | |
| CONSTRUCTION COMPLETED: | | | DRAWN BY: E. CARROLL & M. GARDNER | CONSTRUCTABILITY REVIEW BY: NAME | | | | FILE NO. | |
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65% PLANS

Trees

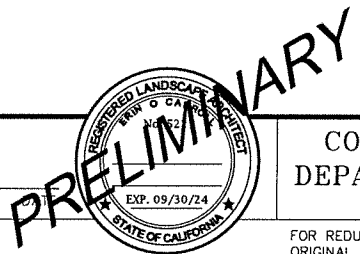
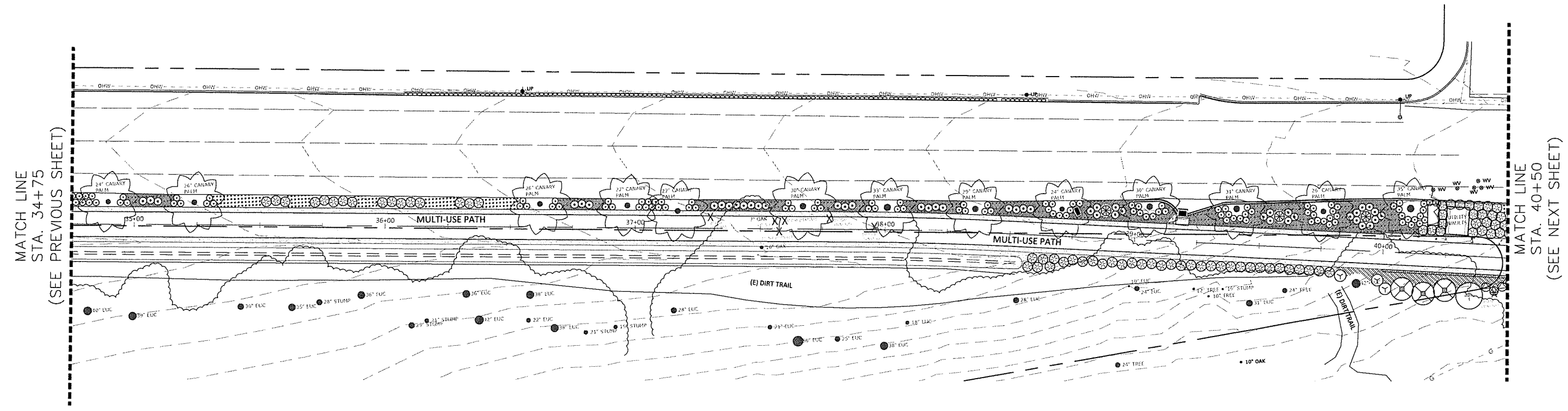
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| CONSTRUCTION STARTED: | PROJECT ENGINEER: | FOR REDUCED PLANS ORIGINAL SCALE IN INCHES 0 1 2 3 | DESIGN BY: E. CARROLL | CHECKED BY: E. CARROLL | SCALE 1" = 20' | PROJECT NO. 862416 | MODOC MULTI-USE PATH PHASE II | SHEET NO. X OF X |
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Exhibit 5:
Design Guidelines



Design Guidelines and Easement Restrictions for the Modoc Multi-Use Path

Following review of the Conservation Easement and the draft Modoc Multi-Use Path design plan, the Land Trust has developed the following recommendations to guide future revisions of the plan. In order for the Land Trust to approve a project, the design must not violate the conservation easement—whether by individual design elements or by the sum of their impact—and must provide a net benefit to the conservation values of the Modoc Preserve. The following recommendations are intended to provide guidance on allowed and disallowed design elements, but are not intended as approval for the project as a whole. The decision as to whether the path is compatible with the easement will factor in the overall impact on the preserve, as well as additional conservation and mitigation opportunities.

1. General
 - i. The project must be designed in the most environmentally sensitive manner possible.
2. Path surface
 - i. The path's surface should be permeable and not paved.
 - ii. Roads are prohibited by the conservation easement, and concrete or asphalt surfaces at a 10' width become too much like a road rather than a trail.
 - iii. There are examples of successful, accessible, unpaved multi-use paths. For example, the City of Carpinteria's Carpinteria Bluffs Preserve has a decomposed granite (DG) multi-use trail that is wheelchair accessible, truly multi-use, and has stood up well over time.
3. Retaining walls vs. cut/fill slopes
 - i. Cut/fill slopes with proper landscaping and revegetation are preferable to retaining walls, despite the larger footprint. They are more natural in appearance, provide more area for revegetation/restoration, and are therefore more in line with the spirit of the conservation easement.
 - ii. Within the Preserve, if there are places where a retaining wall is necessary, the need must be demonstrated (i.e. pinch points where there is not sufficient width for cut/fill slopes). Retaining walls should not exceed 1-2 feet in height.
 - iii. Along the western portion of path (i.e. portion in public ROW), retaining walls may be acceptable along the Preserve boundary, particularly if the difference in grade would require an unreasonably large area of cut/fill.
 - iv. There must a landscaping and restoration plan with attached performance criteria.
4. Lighting
 - i. Night-time lighting is prohibited by easement and is therefore not allowable.
 - ii. While there are less intrusive forms of low-level lighting (i.e. lights in pavers or on low posts angled down), this is still not consistent with the spirit of the conservation easement.
5. Fencing
 - i. Fencing is allowed but must be rustic-looking in nature, wildlife friendly, and compatible with a nature preserve, such as low, split-rail fencing.
 - ii. Fencing is required by the landowner to reduce conflict between user groups, improve safety, and keep bicyclists out of sensitive areas.
6. Tree protection and/or removal

-
- i. Avoid removal of or impact to healthy native trees, unless mitigation is preferred for the specific tree in question, as discussed with the landowner and Land Trust.
 - ii. Unhealthy native trees may be removed, but only with adequate mitigation and approval from landowner and Land Trust.
 - iii. Non-native trees may be removed if appropriately mitigated with native trees.
 - iv. Hand tools should be used around native trees (within dripline) and/or work should be overseen by an arborist.
 - v. There must be a detailed overall mitigation/conservation/restoration plan for the project that specifies how impacts are being avoided or mitigated, identifies an appropriate and agreed upon location for mitigation plantings, and outlines performance criteria.
 - 7. Drainages and watercourses
 - i. Relocation of drainages and watercourses is only allowable only if it enhances natural habitat or wetland values, consistent with terms of the conservation easement, and with approval of regulatory agencies.
 - 8. Wetlands and sensitive habitat
 - i. Paths and trails should not encroach into sensitive areas or seasonal wetlands.
 - 9. Long-term management
 - i. A long-term management plan must be developed outlining responsibilities for maintenance and upkeep of the public path.

Exhibit 6:
Lease for Well Site

Project: La Cumbre Well Ground
Lease
Folio: 002184
APN: 061-040-023
Project Mgr: JC

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (hereinafter “Agreement”) is made by and between

the COUNTY OF SANTA BARBARA, a political
subdivision of the State of California, hereinafter
“COUNTY”;

and

LA CUMBRE MUTUAL WATER COMPANY, a
corporation, hereinafter referred to as “LESSEE”
(and together with COUNTY, collectively, the
“Parties” and each a “Party”);

with reference to the following:

WHEREAS, COUNTY is the fee owner of that certain real property within the City of Santa Barbara, State of California, with an address on the 4500 block of Hollister Avenue, located on the north side of Hollister Avenue with U.S. Highway 101 to the north, more particularly described as County Assessor’s Parcel Number 061-040-023, consisting of approximately 25,269 square feet, and shown as the diagonally slashed area of Exhibit A, attached hereto and incorporated herein by reference (“Property”); and

WHEREAS, LESSEE desires to provide for construction, development, operation and maintenance on a portion of the Property for a water well and appurtenances consisting of approximately 8,425 square feet, (“Well Site #18”) and shown as the crisscross slashed area of Exhibit B, attached hereto and incorporated herein by reference (“Premises”); and

WHEREAS, the Parties have entered into a Real Property Purchase Agreement (“Easement Agreement”) through with the COUNTY has acquired right-of-way and construction easements on LESSEE’s fee-owned property for the COUNTY’s Modoc Multi-Use Path Project;

WHEREAS, pursuant to the terms of the Easement Agreement, in lieu of cash payment to the LESSEE for the COUNTY’s acquisition of the Modoc Multi-Use Path project easements, the COUNTY has agreed to enter into a 34-year lease for Well Site #18 with no rental payment for the 34-year term;

WHEREAS, COUNTY desires to lease the Premises to LESSEE, and LESSEE desires to lease the Premises from the COUNTY, for the purpose of using the Premises to provide water to the community; and

WHEREAS, the LESSEE will be responsible for construction of Well Site #18, including any associated appurtenances that may be incidental to the activities of Well Site #18, in, on and along the Premises for the construction of Well Site #18; and

WHEREAS, LESSEE shall be responsible for construction, operation, maintenance and repairs with respect to the Premises, including Well Site #18 and all other improvements in and on the Premises; and

WHEREAS, COUNTY has determined that the Premises will not be needed for COUNTY purposes during the time of possession contemplated herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements hereinafter set forth, COUNTY and LESSEE agree that any and all prior lease agreements between the Parties for, related to, or in connection with the use or occupancy of the Premises are hereby terminated, and that the following terms and conditions shall govern LESSEE’S use and occupancy of the Premises.

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for the COUNTY through the General Services Department by the Director, or designee of the COUNTY’S General Services Department.
2. **LEASED AREA: COUNTY:** For and in consideration of the covenants to be performed by LESSEE under this Agreement, COUNTY, fee owner of County Assessor’s Parcel Number 061-040-023, consisting of approximately 25,265 square feet, and depicted on Exhibit A, (“Property”) hereby leases a portion of the Property to LESSEE and LESSEE hereby takes from COUNTY, a specific portion of the Property further depicted on Exhibit “B” attached hereto and incorporated by reference, consisting of approximately 8,425 square feet for construction, operation, maintenance and repairs of LESSEE’S water well (“Well Site #18”).
3. **PURPOSE AND USE:** LESSEE shall use the Premises to construct, maintain, repair, alter, replace and/or remove or have constructed, maintained, repaired, altered, replaced, and/or removed all or any portion of Well Site #18, (“Improvements”), including but not limited to Improvements depicted on Exhibit “C” attached hereto and incorporated by reference, shown and not shown above and below grade equipment, utilities, and all other appurtenant equipment for the operations and maintenance for Well Site #18, which are incidental thereto and necessary to operate and maintain LESSEE’S Improvements associated with Well Site #18 (“Facilities”), and to provide water to the community. LESSEE shall be responsible for supplying, installing and maintaining all power and utilities for the Premises. LESSEE shall not expand its use of the Premises beyond the purpose and use of this Agreement, nor use the Premises for any other purposes without the express written consent of COUNTY.
4. **TERM:** The term of this Agreement is for a period of thirty-four (34) years (“Term”), commencing on December 1, 2024, (hereinafter "Commencement Date"), and shall

terminate on November 30, 2058, unless sooner terminated as hereinafter provided.

5. **RENT:** There shall be no rental payment for the 34-year term of this Agreement pursuant to the terms of the Easement Agreement dated *month day*, 2024, entered into by and between the Parties.

6. **SITE SUITABILITY:** LESSEE has inspected the Premises and has determined that the Premises are suitable for LESSEE purposes including the construction and operation of LESSEE'S Facilities, and therefore, LESSEE hereby accepts, by way of executing this Agreement, the Premises AS-IS, in its existing condition as of Agreement's Effective

LESSEE ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PREMISES, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY LESSEE.

7. **CONSTRUCTION OF THE PROJECT AND FUTURE ALTERATIONS:** Well Site #18's, Improvements and Facilities collectively shall be referred to as the Project. The LESSEE intends to construct the Project and it shall be at sole cost and expense of the LESSEE, including any and all future changes or additions proposed after completion of initial Project on the Premises. LESSEE shall be responsible for construction of the Project and related Facilities, such as above and below grade well equipment, pipes, valves, meters, electrical and control panels including and any appurtenances for the operation and maintenance in and on the Premises, including, but not limited to, construction and drilling of the water well, or drilling and construction of a new water well to take the place of the existing well, and associated appurtenances. LESSEE shall not create or permit to be created or to remain, and shall promptly discharge, any lien, encumbrance, or charge levied on account of any mechanic's, laborer's, or materialman's lien which might or does constitute a lien, encumbrance, or charge upon the Property, or any part thereof, or the income therefrom, having a priority or preference over or ranking on a parity with the estate, rights, or interest of COUNTY in the Property or any part thereof, or the income therefrom. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of COUNTY, express or implied, by inference or otherwise, to the filing of any lien against the Property by any contractor, subcontractor, laborer, materialman, architect, engineer, or other person for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof.

The requirements relating to construction set forth herein are those of COUNTY as landowner and not as a governmental entity. Nothing in this Agreement shall be construed to entitle LESSEE to undertake construction of the Project or additional future improvements without complying with all permitting required by COUNTY in its governmental capacity.

Any and all future changes or additions proposed after completion of initial Project, must adhere to the then current processes and procedures that shall be requested by the LESSEE from the General Services Department Real Property Division, Real Property Manager.

Any and all Project alterations and improvements including any future changes or additions proposed after completion of initial construction must conform to and comply with: (1) approved improvement plans applicable to initial and future construction; (2) the County of Santa Barbara Building Code; and (3) any permit(s) issued by the County of Santa Barbara or other applicable regulatory agency and applicable to the initial and future Project and (4) all provisions of California law regarding construction that constitutes a

public works project to prevailing wage requirements. Any initial and future agreement(s) between LESSEE and a third party for work that legally constitutes a public works project, said agreement, contract or document shall include the following provisions, if required:

“Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at the County of Santa Barbara’s Department of Public Works, and are available to Contractor upon request. Contractor shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.”.
public

In addition to any other indemnification provision of this Agreement, LESSEE shall indemnify and hold COUNTY harmless from and defend COUNTY against any and all claims of liability for any failure by LESSEE arising in part or in whole from LESSEE’s or its agents, contractors, or employees’ failure to comply with the requirements set forth in this Provision 7, CONSTRUCTION OF THE PROJECT AND FUTURE ALTERATIONS and the Labor Code.

8. **TITLE TO FACILITIES:** During the Term, and with the exception of Well #18 Improvements as provided in this Lease, LESSEE does not have the right to, and shall not at any time during the Term, erect any improvements in or upon the Premises without the prior written consent of the COUNTY. Title to the Facilities shall vest with LESSEE. Upon expiration of the Term, or earlier termination of this Agreement as provided herein, at COUNTY's option, title to the Facilities shall pass to COUNTY, and LESSEE shall execute whatever documents are requested by COUNTY to evidence such transfer of title.

During the Term, the Facilities shall be and remain the property of LESSEE. Title to the Facilities shall remain with LESSEE after the expiration or termination of this Agreement, unless at COUNTY's option, title to the Facilities passes to COUNTY. In the event title to the Facilities does not pass to COUNTY and Facilities are not removed within thirty (30) calendar days of the expiration or termination of this Agreement, title to some or all of the Facilities shall, at COUNTY’S election, transfer to and vest in the COUNTY. Such transfer or vesting of title shall not constitute a waiver of any right or remedy which the COUNTY may have against LESSEE or any other person for any damage, loss, or injury suffered by the COUNTY as a result of any act or omission by LESSEE in connection with this Agreement.

LESSEE shall not have the right to waste, destroy, demolish or remove the Facilities, except as provided in this Agreement. In the event that LESSEE discontinues use of the Facilities, this Agreement may be terminated as provided in Section 11 ABANDONMENT OF THE PREMISES and/or FACILITIES. In such event, LESSEE shall remove and dispose of the Facilities in accordance with Section 30, SURRENDER OF PREMISES, below.

9. **MAINTENANCE AND REPAIR/GRAFFITI REMOVAL:** LESSEE agrees at its sole expense to keep in good working order and repair, reasonable wear and tear excepted, the Premises and Facilities. If LESSEE delays in making any repairs necessary to keep the Premises and the Facilities in good repair and working order COUNTY shall have the right, but not the obligation, to make such repairs and LESSEE shall pay the cost of such repairs then LESSEE shall reimburse COUNTY for such amounts within thirty (30) calendar days of receipt of a written invoice for the cost of such repairs from the COUNTY. For the avoidance of doubt,

notwithstanding the foregoing, COUNTY shall not have any responsibility to repair or maintain the Premises or Facilities. LESSEE shall, within twenty (20) business days after receipt of notice from COUNTY, perform maintenance and repair and remove or have removed graffiti from the Premises and Facilities at LESSEE'S sole expenses.

10. **UTILITIES:**

a. **Utility Charges.** LESSEE, at its sole cost and expense, shall install, provide, and maintain the necessary mains, laterals, meters and ancillary equipment required to maintain utility services to the Premises and Facilities, in accordance with all Applicable Laws, and shall obtain, maintain in full force and effect, and remain in compliance with, at all times during the Term, all required utility permits and approvals. LESSEE shall make and file all notifications and registrations as required by Applicable Laws in connection with the utilities. All accounts for such utilities shall name LESSEE as the responsible party. LESSEE shall pay when due all charges for all utilities.

b. **Removal.** Upon expiration or termination of the Agreement, LESSEE shall, at its sole cost and expense, remove all utility improvements and ancillary equipment in, on, and below the Premises, unless COUNTY provides otherwise in writing with respect to specified utility

11. **ABANDONMENT OF THE PREMISES and/or FACILITIES:** LESSEE shall not abandon, vacate, surrender, or assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, use of the Facilities shall not abandon, vacate, or surrender the Premises at any time during the term of this Agreement. Any personal property belonging to LESSEE that is left on the Site more than one hundred twenty (120) calendar days after any such abandonment, vacation or surrender of the Facilities, or after the expiration or termination of this Agreement, shall be deemed abandoned at the option of the COUNTY, and title to such personal property shall transfer to COUNTY. Notwithstanding the foregoing, COUNTY acknowledges that the Facilities will be operated as an unmanned water well, and will be remotely monitored using computer systems.

12. **TAXES AND ASSESSMENTS:** This Agreement may confer a possessory interest on LESSEE, and LESSEE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, arising out of the Premises or LESSEE's Facilities which may be levied upon the Property, Premises and/or Facilities during the Term with respect to a period of time during the Term.

13. **ASSIGNMENT/SUBLEASE:** LESSEE shall not assign, license, sublease, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, the Premises, Facilities or any part thereof, or any right or privilege appurtenant thereto, without COUNTY'S prior written consent. Consent by COUNTY to any one such assignment, transfer, license or sublease shall not be deemed to constitute consent to any subsequent assignment, transfer, license or sublease. Any assignment, transfer, license or sublease made contrary to this Section shall be null and void at the election of COUNTY, in COUNTY's sole discretion.

14. **NON-INTERFERENCE:** LESSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, tenants, invitees, patients, clients, agents and/or contractors, to use any portion of the Property or Premises in any way which interferes with the general public, other tenants at the Property. Such interference shall be deemed a material breach, and LESSEE shall terminate said interference immediately upon notice from COUNTY. In the

event LESSEE fails to stop such interference promptly, this Agreement shall terminate at the option of the COUNTY.

15. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties, their heirs, successors and assigns, and to any government or private organization into which LESSEE may be merged.

16. **INDEMNIFICATION AND INSURANCE:** LESSEE shall comply with the indemnification and insurance provisions as set forth in Exhibit "D" attached hereto and incorporated herein by reference.

17. **NONDISCRIMINATION:** LESSEE shall comply with COUNTY law, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Lease and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Lease and the interest hereby created without liability therefore. LESSEE shall comply with applicable laws, rules and regulations regarding nondiscrimination.

18. **ENVIRONMENTAL IMPAIRMENT:** LESSEE shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request of COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Facilities, Premises or Property due to LESSEE's use and occupancy, LESSEE shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefore. LESSEE shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, consulting, engineering and construction costs) incurred by COUNTY as a result of LESSEE's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to LESSEE's use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Lease, except to the extent of any active negligence or willful misconduct of COUNTY. Lessee shall not be held liable as described above for any pre-existing contamination

19. **TOXICS:** LESSEE shall not manufacture or generate hazardous wastes on or in the Facility, Site, Property, or surrounding property unless specifically authorized by this Agreement. LESSEE shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by LESSEE, its agents, employees, or designees on or in the Facility, the Site, Property, or surrounding property during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. LESSEE shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials

20. **COMPLIANCE WITH THE LAW:** LESSEE shall comply with all applicable local, County, State, and Federal laws, rules, and regulations affecting the Facilities, Premises, or Property now or hereafter in effect.

21. **NOTICES:** Any notice to be given to a Party hereunder shall be in writing and shall be delivered, either personally or by mail, to such Party as follows:

COUNTY: General Services Department
Real Property Division
260 N San Antonio Rd.
Santa Barbara, CA 93110
Attn: Real Property Manager
Phone: (805) 568-3070
e-mail: RealProperty@countyofsb.org

LESSEE: La Cumbre Mutual Water Company
695 Via Tranquila
Santa Barbara CA 93110
Attn: Mike Alvarado
Phone: (805) 967-2376
e-mail: MAlvarado@lacumbrewater.com

or to such Party at such other respective address as may be designated by such Party in writing in accordance with this Section 26. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. Postal Service mail, nationally recognized overnight courier, or by personal delivery. Notices personally or electronically delivered are considered received upon delivery. Notices sent by overnight delivery are considered received on the next business day. Mailed notices are considered received three (3) business days after deposit in the mail.

22. **DEFAULT:** Except as otherwise required herein, should LESSEE at any time be in material breach of any of the provisions of this Agreement (“Event of Default”), and COUNTY determines that such default is capable of being cured, COUNTY shall give notice to LESSEE specifying the particulars of such Event of Default and the actions required to cure, and LESSEE shall promptly commence remedial action to cure such Event of Default. Should such Event of Default continue uncured for a period of thirty (30) calendar days from such notice of such Event of Default, this Agreement shall terminate at the option of the COUNTY. In the event that COUNTY determines that such an Event of Default cannot be cured within such thirty (30) calendar day period, COUNTY may elect to allow LESSEE to complete cure of such Event of Default thereafter, within a period of time specified by COUNTY in writing (“Extended Cure Period”), provided that LESSEE diligently proceeds with all due speed to cure such Event of Default, as determined by COUNTY in COUNTY’s sole discretion.

23. **REMEDIES:** In the event of a default or breach, either Party may exercise any right or remedy at law or in equity which such Party may have by reason of such default or breach, including, but not limited to, the following:

- A. The non-defaulting Party may waive the default or breach in accordance with Section 25, WAIVER, below
- B. The non-defaulting Party may maintain this Agreement in full force and effect and recover monetary losses resulting from such default or breach.
- C. Where LESSEE is the non-defaulting party, LESSEE may terminate the Agreement and surrender use of the Premises
- D. Where COUNTY is the non-defaulting party, COUNTY may terminate the Agreement and LESSEE shall vacate the Premises within 30 days of written notice of such termination from COUNTY.

24. **WAIVER:** It is understood and agreed that any waiver, express or implied, of any term of this Agreement shall not be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

25. **AMENDMENTS:** This Agreement may only be amended in writing duly executed by each of the Parties, and such changes shall be binding upon the successors and permitted assigns of the Parties.

26. **TERMINATION:** This Agreement shall terminate, and all rights of LESSEE hereunder shall cease, and LESSEE shall quietly and peacefully deliver to COUNTY possession of the Premises and possession of and all interest in and title to the Improvements:

- A. Upon ninety (90) calendar days' written notice from either party to the other. LESSEE acknowledges that should LESSEE wish to cancel this Agreement, pursuant to this Section 26, the terms and conditions of the Easement Agreement dated month day, 2024, executed concurrently with this Agreement, shall not be affected and shall remain in full effect; or
- B. Upon abandonment of the Improvements and/or Premises, as provided in Section 12, ABANDONMENT OF THE PROPERTY and/or IMPROVEMENTS; or
- C. Upon the failure of LESSEE to satisfy, observe or perform any of the covenants, obligations, conditions set forth in this Agreement and the expiration of the applicable cure period, if any, as provided in Section 27, DEFAULT; or
- D. As provided in Section 32, DESTRUCTION; or
- E. Upon expiration or other earlier termination of the Agreement in accordance the provisions of this Agreement

27. **DESTRUCTION:** If the Property, Premises and/or any of the Facilities are partially or totally destroyed by fire or other casualty, this Agreement, at the option of LESSEE shall terminate. Upon any such termination of this Agreement, LESSEE shall remove all Facilities from the Premises, unless otherwise directed by COUNTY in writing, and shall return the Premises in a good and safe condition.

28. **AGENCY DISCLOSURE:** LESSEE acknowledges that the General Services Department of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for LESSEE nor a dual agent in this transaction

LESSEE acknowledges that LESSEE is the agent for itself exclusively, and is neither the agent for the COUNTY nor a dual agent in this transaction.

29. **SURRENDER OF PREMISES:** Upon expiration or termination of this Agreement, LESSEE shall vacate and surrender possession of, and all claim to, the Premises, leaving it in the same or similar condition as of the Effective Date or good and safe condition acceptable to the COUNTY.

LESSEE shall be required to remove all of the Facilities upon the expiration or termination of this Agreement, except as otherwise directed by the COUNTY in writing. In the event that LESSEE fails to remove the Facilities in accordance with the provisions of this Agreement, COUNTY shall have the right, but not the obligation, to take title to the Facilities as described in Section 10 **TITLE**

30. **CONDEMNATION:** In the event the Premises or Improvements or any part thereof is taken by condemnation, eminent domain, or any such proceeding that precludes access to or use of the Premises and/or Improvements, COUNTY shall have the exclusive right to control the defense of any such action in condemnation or eminent domain, and to defend any such action and settle the same in COUNTY'S absolute discretion. LESSEE agrees that COUNTY shall have the right, but not the obligation, to defend or settle any such action of condemnation or eminent domain affecting LESSEE's Improvements on or interest in the Premises

LESSEE shall receive from COUNTY such proportionate amount of the judgment, award, or settlement as shall be attributable to LESSEE's interests hereunder.

In the event possession of the Premises or partial possession of the Premises is obtained by a public agency or other agency empowered to take by eminent domain, in a manner which precludes LESSEE's intended use hereunder, this Agreement shall terminate as of the effective date of such possession and, upon such termination, any obligations of LESSEE up to said termination date shall cease.

In the event of a partial taking, this Agreement may continue at COUNTY'S option.

31. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof..

32. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

33. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument

34. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no

additional signatures are required to bind COUNTY and LESSOR to its terms and conditions or to carry out duties contemplated herein.

35. **CONSTRUCTION:** Each of the Parties agree that such party and its respective counsel have reviewed and approved this Agreement to the extent that such Party in its sole discretion has desired, The terms and provisions of this Agreement embody the Parties’ mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any Party hereto

36. **ELECTRONICALLY/ FACSIMILE TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize electronically transmitted documents or facsimile transmitted documents which include digital signatures, such documents shall be accepted as if they bore original signatures provided the name and title shall be directly below the electronic or facsimile signature and that the signature and execution comply with the California Uniform Electronic Transactions Act. Without limiting the foregoing, the parties agree that signatures effected and delivered through the DocuSign service will satisfy this requirement. In the event that the Santa Barbara County Recorder’s Office requires original signatures, the parties shall produce such original signatures within seventy-two (72) hours or at such other time as the parties mutually agree.

37. **ENTIRE AGREEMENT:** This Agreement, including all exhibits and attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein.

///

(COUNTY AND LESSEE SIGNATURES ON FOLLOWING PAGE)

Project: La Cumbre Well Ground
Lease
Folio: 002184
APN: 061-040-023

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Agreement by their respective authorized officers as set forth below to be effective as of the date executed by the COUNTY (“Effective Date”).

“COUNTY”
COUNTY OF SANTA BARBARA
a political subdivision of the State of California

By: _____
Kirk A. Lagerquist, Director
General Services Department

*(by authorization of the Board of Supervisors on
November 5, 2024)*

Date: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO FORM:
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Tyler Sprague
Deputy County Counsel

By: _____
C. Edwin Price, Jr
Deputy Auditor-Controller

APPROVED:
GENERAL SERVICES DEPARTMENT
REAL PROPERTY DIVISION

APPROVED AS TO FORM:
CEO/RISK MANAGEMENT

By: _____
James Cleary
Interim Real Property Manager

By: _____
Greg Milligan
Risk Manager

(LESSEE signatures continue on next page)

Project: La Cumbre Well Ground
Lease
Folio: 002184
APN: 061-040-023

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Agreement by their respective authorized officers as set forth below to be effective as of the date executed by the COUNTY (“Effective Date”).

“GRANTOR”
LA CUMBRE MUTUAL
WATER COMPANY, a corporation

By: _____
insert name
insert title

Date

By: _____
insert name
insert title

Date

EXHIBIT A

The Property

to be inserted

EXHIBIT B
The Premises

to be inserted

EXHIBIT C
The Improvements

to be inserted

EXHIBIT D

INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

LESSEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. LESSEE'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

LESSEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

LESSEE shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE'S operation and use of the leased premises. The cost of such insurance shall be borne by the LESSEE.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(This applies to LESSEES with employees).**

3. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if LESSEE has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
4. **Property Insurance:** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision

If the LESSEE maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the LESSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LESSEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LESSEE'S insurance at (least as broad as ISO Form CG 20 10).
2. **Primary Coverage** – For any claims related to this contract, the LESSEE'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the LESSEE'S insurance and shall not contribute with it.
3. **Legal Liability Coverage** – The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.
4. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
5. **Waiver of Subrogation Rights** – LESSEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the LESSEE to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
8. **Verification of Coverage** – LESSEE shall furnish the COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to COUNTY before occupying the premises. However, failure to obtain the required documents prior to the work beginning shall not waive the LESSEE'S obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. LESSEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Exhibit 7:
Restrictive Covenant

Recording request by and
when recorded, mail to:
County of Santa Barbara
General Services Dept- Casa Nueva
Real Property Division
260 N San Antonio Rd
Santa Barbara, CA 93110

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 27383 SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 065-320-004

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is executed by the County of Santa Barbara ("Declarant" or "County") on the signature date set forth below. Declarant promises, agrees and covenants to restrict the development and use of the property described below in accordance with the terms, conditions and restrictions set forth in this Declaration.

WHEREAS, County is the owner of a 35.5-acre parcel of land near More Mesa, APN 065-320-004, which is described in Exhibit A hereto ("Property"); and

WHEREAS, County has entered into a "Real Property Purchase Agreement" ("Agreement") with La Cumbre Mutual Water Company, a corporation, and The Land Trust for Santa Barbara County, a California Nonprofit Public Benefit Corporation ("Land Trust"), concerning the County's acquisition of real property interests needed for the County's construction and operation of the Modoc Multi-Use Path; and

WHEREAS, through the Agreement, the County has agreed to record a restrictive covenant on the Property to preserve the Property and restrict its use for the benefit of the public; and

WHEREAS, County has authorized execution and recordation of this Declaration.

NOW, THEREFORE, in consideration of the obligations as set forth in the Agreement, County hereby declares and agrees as follows:

1. Covenant Running with Land. Declarant does hereby covenant and agree to restrict, and does by this instrument intend to restrict, the future development and use of the Property as set forth below, by the establishment of this covenant running with the land.

2. Restrictive Covenants. The following restrictive covenant shall apply to the land comprising the Property:

A. The Property shall not be used as a site for any housing development project.

B. Use of the Property shall be limited to open space and public use, habitat preservation and restoration, mitigation work, flood control activities, and recreational uses, as determined by the County.

3. Successors and Assign Bound. Declarant hereby agrees and acknowledges that the Property shall be held, sold, conveyed, owned, developed and used subject to the applicable terms, conditions and obligations imposed by this Declaration relating to the development and use of the Property, and matters incidental thereto. Such terms, conditions, and obligations are a burden and restriction on the development and use of the Property, as applicable. The provisions of this Declaration shall, subject to the limitations contained in this Declaration and without modifying the provisions of this Declaration, be enforceable as equitable servitudes and conditions, restrictions and covenants running with the land comprising the Property, and shall be binding on the Declarant and upon each and all of its respective heirs, devisees, successors, and assigns, grantees, lessees, mortgagees, lienors, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries, administrators, any person who claims an interest in the Property, and upon future owners and lessees of the Property and each of them

4. No Other Restrictions. This Declaration imposes no obligations or restrictions except as expressly stated herein.

5. General Provisions.

A. Controlling Law. The interpretation and performance of this Declaration shall be governed by the laws of the State of California.

B. Severability. If any provision of this Declaration or the application thereof is found to be invalid, the remaining provisions of this Declaration or the application of such provisions other than that found to be invalid shall not be affected thereby.

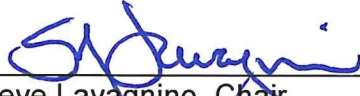
C. Modification and Release. This Declaration shall not be amended, released, terminated, or removed from the Property except as provided for in the Agreement

D. Recordation. This Declaration shall be recorded in the Santa Barbara County Recorder's Office and shall take effect upon recordation

IN WITNESS WHEREOF, the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, has executed this Declaration of Restrictive Covenant on 5th day of November, 2024.

"DECLARANT"

COUNTY OF SANTA BARBARA, a
political subdivision of the State of
California

By: 
Steve Lavagnino, Chair
Board of Supervisors

ACKNOWLEDGMENT

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

State of California
County of Santa Barbara

On November 5, 2024 before me, Sheila de la Guerra, a Deputy Clerk, personally appeared Supervisor Steve Lavagnino, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Sheila de la Guerra
Signature (Seal)

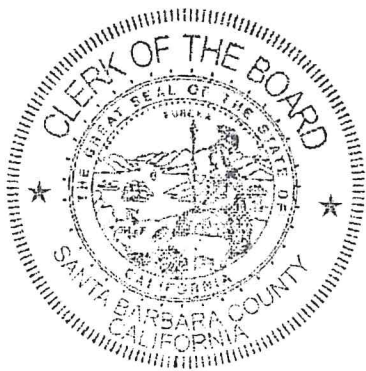


Exhibit A
"Property"

DESCRIPTION:

All that certain land situated in the State of California in the unincorporated area of the County of Santa Barbara, described as follows:

That portion of the Rancho La Goleta, County of Santa Barbara, State of California, described as follows:

Beginning at a 3/4" Survey pipe set on the center line of a 40 foot roadway as shown on the map of the division of the Julia Belle Austin Estate filed in Book 26, at Page 129 of Records of said County, said point also being the most Westerly corner of the tract of land described in Deed to County National Bank and Trust Company of Santa Barbara recorded October 15, 1956, as Instrument No. 20139, in Book 1407, at Page 409 of Official Records; thence North 81°02' West 21.68 feet to a 3/4" survey monument set in the road bed; thence North 1°11' East along the West line of the tract of land described as Parcel 3 in the Deed to Perry Gwynne More Austin, recorded July 20, 1943, as Instrument No. 5739, in Book 572, at Page 464 of Official Records, 572.2 feet to the Northwest corner thereof; thence along the Northerly line of said tract North 89°36' East 1784.13 feet to the most Westerly corner of tract 1A as shown on the map filed in Book 17, at Page 188 and 189 Record of Surveys, records of said County; thence South 41.8 feet; thence South 42°30' East 906.34 feet to a point in the center line of the above mentioned 40 foot road; thence along said centerline South 88°04'35" West 1824.55 feet to the beginning of a curve to the right; thence along said curve in a Northwesterly direction 151.02 feet said curve having a delta of 29°36'40", a radius of 292.38 feet and a tangent of 77.28 feet; thence North 62°18'45" West 74.86 feet to the beginning of a curve to the left said curve having a delta of 18°42'10", a radius of 1129.79 feet and a tangent of 186.05 feet; thence along said curve 368.79 feet to the point of beginning.

EXCEPTING FROM said land above described all gas now or hereafter produced from the area underlying said land, lying between the lowest limits of the zone commonly known as the "Vaqueros Sand" and the surface of the ground and such oil as is now known to exist in the development of gas from said "Vaqueros Sand", in said area above referred to as described in the Deed to Pacific Lighting Corporation, a Corporation, recorded January 23, 1941, as Instrument No. 602, in Book 510, Page 269 of Official Records, records of said County.