



# The Land Trust For Santa Barbara County

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February 27, 2023

*via email*

First American Title Company  
Attn: Bridget Foss  
3780 State St.  
Santa Barbara, CA 93105  
Phone: 805.687.1581  
Email: [bfoss@firstam.com](mailto:bfoss@firstam.com)

Re: Joint Escrow Instructions  
Escrow No. 4201-6681918  
Tajiguas Landfill Mitigation Easement  
Santa Barbara County, CA

Dear Ms. Foss:

This letter constitutes joint escrow instructions (“**Escrow Instructions**”) of THE LAND TRUST FOR SANTA BARBARA COUNTY, a California nonprofit public benefit corporation (“**LTSBC**” or “**Grantee**”) and THE COUNTY OF SANTA BARBARA, a political subdivision of the State of California (“**County**” or “**Grantor**”), in connection with Grantor’s conveyance of a conservation easement (the “**Conservation Easement**”) on an approximately 110-acre piece of land, comprising portions of Santa Barbara County Assessor Parcel Nos. 081-100-005, 081-150-026, and 081-150-032, and more particularly described in the Conservation Easement (the “**Easement Property**”), and as described in the Preliminary Title Report (Order No. 4201-6681918) dated January 26, 2023 (the “**Preliminary Title Report**”), which was prepared by First American Title Company (“**Escrow Holder**” and “**Title Company**”) in connection with this transaction. These Escrow Instructions replace and substitute for any prior escrow instructions submitted by Grantee or Grantor on Grantee’s or Grantor’s behalf to Title Company.

LTSBC, a California nonprofit public benefit corporation, is acquiring the Conservation Easement from Grantor. There is no purchase price for the Conservation Easement, but for purposes of the Title Policy (as defined below), the Conservation Easement is valued at Two Hundred Fifty Thousand Dollars (\$250,000.00) (“**Easement Value**”). Notwithstanding the foregoing, it is expressly acknowledged and agreed that Grantor is not receiving Two Hundred Fifty Thousand Dollars (\$250,000.00) or any other amount for the Conservation Easement. As part of Closing, Grantor shall make a payment to Grantee in the total amount of Sixty-Six Thousand Dollars

(\$66,000.00) (“**Grantor Payment**”) as provided below. Also as part of Closing, the parties will execute and record a Notice of Transfer Fee (as defined and described below).

For purposes of these Escrow Instructions, the “**Close of Escrow**” or “**Escrow Closing**” or “**Closing**” shall be deemed the date upon which the Conservation Easement and other documents contemplated for recordation and delivery in this escrow have been delivered and recorded in the Official Records of Santa Barbara County. This escrow shall close on or before May 31, 2023, unless otherwise extended by written agreement of the parties. No funds shall be distributed, nor documents recorded until you have completed all steps necessary to close this escrow; however, the documents submitted by the parties should be returned to the respective party that deposited same if either party notifies the Title Company in writing that it has elected not to complete this transaction.

The following instruments are delivered to you as Escrow Holder subject to compliance with the instructions herein set forth. Acceptance by you of this escrow shall constitute a contractual obligation by Title Company for complete compliance with these instructions and for disposition of the cash sum in accordance herewith.

This letter and the Title Company General Provisions (“**General Provisions**”), attached hereto as **Exhibit D** and incorporated herein by this reference, contain the entire agreement between Title Company, Grantor, and Grantee and constitute the agreement between the parties with respect to the conveyance of the Conservation Easement. To the extent, if any, the General Provisions and these instructions conflict, these Escrow Instructions shall control.

## **A. PARTIES**

The parties to this transaction are as follows:

### **Grantor’s Parties**

County of Santa Barbara  
Attn: Joddi Leipner  
Department of Public Works  
130 E. Victoria Street, Suite 100  
Santa Barbara, CA 93131  
Telephone: 805-882-3614  
Email: jleipner@countyofsb.org

### **Role in Transaction**

Grantor

### **Grantee’s Parties**

Attn: Executive Director  
The Land Trust for Santa Barbara County  
1530 Chapala Street, Suite A  
Santa Barbara, CA 93101  
Telephone: 805966-4520

Grantee

Email: drothman@sblandtrust.org

Grantee's Attorney

With a copy to:

Ellen A. Fred, Esq.  
Conservation Partners  
5111 Telegraph Ave., No. 311  
Oakland, CA 94609  
Phone: (510) 290-0165  
Email: efred@conservationpartners.com

## **B. FUNDS DEPOSITED INTO ESCROW**

Prior to Closing, the following funds have been, or will be, deposited with you:

1. Wire transfer, warrant, or check in immediately available funds from Grantor in the amount of Sixty-Six Thousand Dollars (\$66,000.00) for the Grantor Payment;
2. Wire transfer, warrant, or check in immediately available funds from Grantor in the amount of Two Thousand Four Hundred Seventy One Dollars (\$2,471.00), for payment of the Closing Costs (as defined below).

One or more of these transfers may occur as separate transfers or together as one total transfer.

## **C. DOCUMENTS DEPOSITED INTO ESCROW**

Prior to Closing, the parties will deposit with you the following documents:

1. Fully executed and acknowledged original of the Conservation Easement, in the form attached as **Exhibit A**, signed and acknowledged by Grantor and Grantee;
2. A fully executed and acknowledged original of the Notice of Transfer Fee Required ("**Notice of Transfer Fee**"), in the form attached as **Exhibit B**, signed and acknowledged by Grantor and Grantee;

## **D. CLOSING PROCEDURE**

When and only when:

1. You hold for recordation or delivery to the appropriate parties the documents and funds described above;

2. You have signed and returned to LTSBC a copy of these Escrow Instructions submitted to you acknowledging your acceptance of these Escrow Instructions and are prepared to comply with same;

3. You are in the position to issue an ALTA standard insurance policy showing the Conservation Easement vested in LTSBC and insuring LTSBC for the amount of the Easement Value in the form of the ProForma attached hereto as **Exhibit C (“Title Policy”)**; and

4. You have confirmed that nothing has been recorded against the Property since the preparation of the Title Policy and that any and all loans or other financial encumbrances secured by the Property have been paid in full or subordinated to the Conservation Easement.

THEN, AND ONLY THEN, YOU ARE INSTRUCTED TO DO THE FOLLOWING IN THE ORDER SPECIFIED:

1. Complete the date on any document undated with the date of the Close of Escrow;

2. Deliver and record the Conservation Easement in the Official Records of Santa Barbara County, California;

3. Complete the recording information of the Conservation Easement in the space provided on page 1 of the Notice of Transfer Fee;

4. Deliver and record the Notice of Transfer Fee in the Official Records of Santa Barbara County, California;

5. Charge Grantor for the following costs at Closing: (a) any real estate excise or transfer tax due on the conveyance of the Conservation Easement (although the parties expect none to be due); (b) the escrow fee; (c) the recording charges in connection with recordation of the Conservation Easement and Notice of Transfer Fee; (d) the premium for the Title Policy, and (e) all other fees and costs related to this transaction as specified on the Estimated Closing Statement approved by Grantor and Grantee in writing (collectively, “**Closing Costs**”);

6. Disburse to Grantee the Grantor Payment (\$66,000.00);

7. Issue the Title Policy to Grantee in the amount of the Easement Value;

8. Deliver to Grantor any funds remaining in escrow after the disbursements to Grantee as provided herein and payment of the Closing Costs pursuant to the Estimated Closing Statement;

9. Prepare and deliver to Grantor:

a. conformed copies of the executed, acknowledged, and recorded Conservation Easement and Notice of Transfer Fee, evidencing recordation;

b. a copy of the Title Policy; and

- c. a copy of the Escrow Agent's closing statement showing all receipts and disbursements of the escrow.
10. Prepare and deliver to Grantee:
- a. the original executed, acknowledged, and recorded Conservation Easement and Notice of Transfer Fee, evidencing recordation;
  - b. the original Title Policy; and
  - c. a copy of the Escrow Agent's closing statement showing all receipts and disbursements of the escrow.

These instructions may be supplemented, amended, or revoked by the undersigned at any time before close of escrow in writing. In the event that this escrow is terminated and the Conservation Easement is not conveyed to LTSBC, then, at the request of LTSBC, Title Company shall immediately return all funds and documents to the parties which deposited the same.

Sincerely,

**GRANTEE:**

**THE LAND TRUST FOR SANTA BARBARA COUNTY,**  
a California nonprofit public benefit corporation

By: 

Meredith Hendricks, Executive Director

Dated: February 28, 2023

**GRANTOR:**

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

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

Das Williams, Chair, Board of Supervisors

Dated: \_\_\_\_\_

The undersigned hereby acknowledges receipt of the foregoing instructions and agrees to act in accordance with the terms and conditions contained herein.

**ESCROW AGENT: First American Title Company**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A**  
**CONSERVATION EASEMENT**

*[Attached.]*

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

THE LAND TRUST FOR SANTA  
BARBARA COUNTY

Post Office Box 91830  
Santa Barbara, California 93190-1830  
Telephone: (805) 966-4520

APNs: 081-150-026 (portion), 081-150-032 (portion)  
081-100-005 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF CONSERVATION EASEMENT**  
***(Tajiguas Landfill and ReSource Center HCP Mitigation)***

This Deed of Conservation Easement (“Conservation Easement” or “Easement”) is granted on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, from COUNTY OF SANTA BARBARA, a political subdivision of the State of California (“Landowner”), to The LAND TRUST FOR SANTA BARBARA COUNTY, a California nonprofit public benefit corporation (“Land Trust”), each a “party” and together the “parties” to this Easement, for the purpose of establishing in perpetuity the conservation easement and associated rights described below. This Easement shall be effective upon recordation in the Official Records of the County of Santa Barbara, State of California (such date of recordation the “Effective Date”).

RECITALS

A. Landowner is the sole owner in fee simple of certain real property identified as Assessor’s Parcel Nos. 081-100-005, 081-150-026, and 081-150-032, consisting of approximately 1,285 acres located in the unincorporated portion of the County of Santa Barbara, State of California (the “Property”), a legal description of which is attached hereto as and incorporated herein by this reference as Exhibit A. Landowner intends to grant this Conservation Easement over a portion of the Property consisting of approximately 110 acres (the “Easement Area”), a legal description of which is attached hereto and incorporated herein by this reference as Exhibit B. The portion of the Property not included in the Easement Area shall hereinafter be referred to as the “Remainder Property.” For purposes of this Easement, the Remainder Property shall not include the area encompassed within the Solid Waste Facility Permit Operational Area of the Tajiguas Sanitary Landfill. A diagram depicting the Easement Area and the Remainder Property is attached hereto and incorporated herein by this reference as Exhibit C.

B. Land Trust is a publicly supported, tax-exempt “qualified conservation organization” as defined by sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and section 23701(d) of the California Revenue & Taxation Code and is eligible to hold this Conservation Easement pursuant to section 815.3 of the California Civil Code. As



certified by resolution of its governing body, Land Trust accepts the responsibility of monitoring and enforcing the terms of this Conservation Easement, all pursuant to the terms hereof.

C. The United States Fish and Wildlife Service (“USFWS”), an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the Endangered Species Act, 16 U.S.C. section 1531 *et seq.* (“ESA”), the Fish and Wildlife Coordination Act, 16 U.S.C. sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. section 742(f) *et seq.*, and other provisions of federal law.

D. Portions of the Property support habitat required to be preserved and managed in perpetuity by Federal Endangered Species Act Incidental Take Permit ESPER0050095 (“Permit”) as mitigation for certain impacts of continued operation of the Tajiguas Sanitary Landfill, including regular operations, maintenance, and repair activities; operation and maintenance of the ReSource Center; construction of ancillary components of the ReSource Center; and eventually closure and post-closure maintenance of the Tajiguas Landfill on APNs 081-150-042, 081-150-019, and 081-150-026 according to the Tajiguas Landfill and Resource Center Project Habitat Conservation Plan (HCP), prepared by the County of Santa Barbara Public Works Department Resource Recovery & Waste Management Division, the terms of which are incorporated by reference in this Conservation Easement. Landowner, Land Trust, and USFWS each has a copy of the HCP and the Permit. Landowner has agreed to implement within the Easement Area a management plan, which has been prepared by Landowner based on requirements embodied in the HCP and which has been reviewed and approved by Landowner, Land Trust, and USFWS.

E. The Easement Area’s conservation values (“Conservation Values”) include soil and water quality, open space created by undeveloped and restored landscapes, and a variety of wildlife values, including natural plant communities and wildlife habitat, which includes both the aquatic and terrestrial habitats of the California red-legged frog (CRLF) and southwestern pond turtle (SPT) (collectively, “Covered Species”). The Easement Area is in a predominately unimproved natural condition and possesses wildlife and habitat values of great importance to Land Trust, USFWS, and the people of the State of California.

F. In particular, the Easement Area contains chaparral, coast live oak woodland, southern coast live oak riparian forest, California bay riparian forest, southern willow scrub, and coastal (Venturan) sage scrub habitats (the general locations and characteristics of which are identified and further described in the Baseline Report referenced in Recital I, below), which provides high-quality habitat for the Covered Species and a variety of other wildland species.

G. Such ecological features within the Easement Area provide high-value “aquatic” and “upland/dispersal” habitats for the CRLF and SPT, owing to the Easement Area’s inclusion of a portion of the Arroyo Quemado riparian corridor, which recent surveys confirmed supports a thriving population of resident CRLF and a robust and age-structured population of SPT. The adjacent upland and dispersal habitats within the Conservation Easement Area provide foraging opportunities and would preserve opportunities for dispersal of CRLF between the Arroyo

Quemado, conservation lands within the Los Padres National Forest, and known populations within the Arroyo Hondo Preserve to the west. Recordation of the Conservation Easement, which includes lands within CRLF Critical Habitat Unit STB-6, would be consistent with the objective of the CRLF Recovery Plan, published by the USFWS in 2002, to protect existing populations by reducing threats and protecting lands in perpetuity, which is documented in detail in the HCP.

H. The preservation and protective management of CRLF and SPT habitat and the other Conservation Values referenced in Recitals E, F, and G are consistent with the use of the Easement Area for purposes identified in this Easement and undertaken in accordance with the terms of this Easement.

I. The Conservation Values, as well as the Easement Area's current condition, uses, and state of improvement, are specifically described in the baseline conditions report ("Baseline Report"), dated January 2023, and prepared by Land Trust, with the cooperation of USFWS and Landowner, and incorporated fully in this Easement for all purposes by this reference, consisting of maps, photographs, and other documents, and acknowledged by the parties to be complete and accurate as of the Effective Date of this Conservation Easement, which acknowledgement is attached hereto and incorporated herein by this reference as Exhibit D. The parties have received copies of the Baseline Report, which will be used by Land Trust and USFWS to assist in monitoring and enforcement of Landowner's compliance with the Easement. The Baseline Report, however, is not intended to preclude the use of other evidence to establish the baseline condition of the Easement Area if there is a controversy over some aspect of that condition. The Conservation Values, as well as the Easement Area's current condition, uses, and state of improvement, are also described in the HCP.

J. Landowner further intends, as owner of the Easement Area, to convey to Land Trust, and to USFWS as a third-party beneficiary, the right to preserve and protect the Conservation Values of the Easement Area consistent with the terms of this Easement in perpetuity.

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

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

The County of Santa Barbara Gaviota Coast Plan, as amended from time to time, which currently includes as one of its goals the protection, maintenance and, where feasible, enhancement and restoration of the overall quality of the coastal zone environment and its natural and artificial resources.

The Conservation Element of the Santa Barbara County Comprehensive Plan, the County's Coastal Land Use Plan, and other policies and zoning ordinances to preserve biological and natural resources, and the aquatic environment.

L. The parties intend that the Easement Purpose (as the term is defined below) will be achieved through the implementation of the terms and conditions of this Conservation Easement in the Easement Area.

M. Land Trust recognizes that the Conservation Values associated with the physical environment of the Easement Area exist, in part, because of the past stewardship of the Landowner and depend on the future good stewardship decisions of Landowner and its successors. Landowner is entrusted with those future management decisions, subject to the terms of this Easement. Land Trust is entrusted with enforcing the terms of this Easement to protect the Conservation Values, Landowner is entrusted with implementing the ITP Management Plan to protect the Conservation Values, and USFWS will monitor Landowner's implementation of the ITP Management Plan to protect the Conservation Values, all pursuant to the terms of this Easement.

#### DEED AND AGREEMENT

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

I. **PURPOSE**. The purposes of this Conservation Easement are (1) to ensure that the Conservation Values of the Easement Area, including but not limited to habitat for CRLF and SPT, are conserved and sustained in perpetuity; and (2) to establish that uses of the Easement Area that are inconsistent with the protection of the Conservation Values will be prevented or corrected, each as consistent with the terms of this Easement (collectively, the "Easement Purpose"). No use of or activity within the Easement Area that is inconsistent with the Easement Purpose is permitted on the Easement Area. The parties intend that the Easement Purpose of this Easement will be achieved through the implementation of the terms and conditions of this Conservation Easement in the Easement Area.

II. **AFFIRMATIVE RIGHTS CONVEYED TO LAND TRUST AND USFWS**. To accomplish the Easement Purpose, the following rights and interests are conveyed to Land Trust from Landowner by this Easement:

A. **Identify and Preserve Resources and Values**. To identify, preserve, and protect in perpetuity the Conservation Values of the Easement Area pursuant to the terms and conditions enumerated in this Conservation Easement.

B. **Monitor Uses and Practices.** To enter upon (using all means of ingress and egress on the Property), inspect, observe, and study the Easement Area for the purposes of identifying the current uses and practices thereon and the baseline condition thereof, and to monitor the uses and practices regarding the Easement Area to determine whether they are consistent with the terms of this Easement. Except in cases where Land Trust determines, in its reasonable discretion, that immediate entry at any time is required to investigate a use or condition on the Easement Area in order to prevent, terminate, or mitigate a violation or potential violation of the terms of this Easement, such entry shall be permitted only during standard business hours (Monday through Friday, 8am – 6pm Pacific Time) and upon at least 48 hours' 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 Easement Area. Notwithstanding the foregoing, Land Trust shall access the Easement Area through the Baron Ranch access point, as described in the Baseline Report, when reasonably feasible under the circumstances or as otherwise directed by Landowner so long as such access is reasonably feasible under the circumstances; provided, however, that nothing herein shall preclude Land Trust from accessing the Easement Area if and when reasonably necessary pursuant to the terms of this Easement.

C. **Prevent Inconsistent Uses.** To prevent any activity on or use of the Easement Area that is inconsistent with the Easement Purpose, deleterious to the Conservation Values, or otherwise in violation of the terms and conditions 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. However, it is the intention of this Easement not to limit Landowner's discretion to implement management practices within the Easement Area that are consistent with the Easement Purpose and other the terms of this Easement.

D. **Implement Conservation Improvements.** To work with USFWS, with Landowner's approval, to develop joint projects for the purpose of identifying and promoting ecological improvements or enhanced management techniques in the Easement Area which may restore or enhance the Easement Area. Such improvements and/or techniques (a) shall not impose involuntary costs on any party hereto, (b) will not unduly interfere with Permitted Uses of the Easement Area (as defined in Section III of this Easement), (c) will not interfere with any use on the Remainder Property, and (d) will not interfere with Landowner's quiet enjoyment of the Easement Area or the Remainder Property.

III. **PERMITTED USES AND PRACTICES.** Landowner and Land Trust intend that this Easement shall confine the uses and activities of the Easement Area to those uses and activities that are consistent with the Easement Purpose. Without limiting the generality of the foregoing, the following uses and practices, to the extent not inconsistent with the Easement Purpose (collectively, "Permitted Uses"), are permitted within the Easement Area without further consent from Land Trust (or USFWS), unless notice to and/or approval of Land Trust is otherwise expressly required below, and as long as such uses and practices are undertaken in a manner that is consistent with the terms of this Easement.

The Permitted Uses are defined as follows:

A. **Signs.** To erect one or more signs identifying the Easement Area as not open to the public and/or posting on the Easement Area to control unauthorized entry or use. Interpretative and educational signage is also permitted pursuant to Section III.J below, so long as any such signage is not inconsistent with the Purposes of this Easement and the Conservation Values.

B. **Road Construction and Paving.** To maintain and rebuild existing unpaved roads and associated drainage improvements (e.g., culverts, drain pipes, etc.) in and adjacent to the Easement Area, as identified in the Baseline Report, at Landowner's sole discretion and without further permission of Land Trust. Landowner shall not pave any roads or construct any new road in any other parts of the Easement Area, whether for access or for another purpose, without prior notice to and approval of Land Trust. For purposes of this Section III.B, "unpaved" shall mean the absence of soil-surface coverings, such as concrete, asphalt or other impervious surface, but shall not preclude the application of a reasonable amount of gravel to stabilize unpaved roads. The terms of this paragraph shall not limit the rights of third parties with existing easement and land-use rights, nor impose any liability upon Landowner concerning said pre-existing rights.

C. **Vegetation Management.** With prior notice to and approval of Land Trust, Landowner may remove dead or diseased vegetation, clear and trim native trees and vegetation to maintain defensible space, pursuant to the requirements of the County of Santa Barbara fire department, around permitted infrastructure; to prevent personal injury or property damage such as flood or fire; to control insects and disease; or to promote the ecological health of the trees or vegetative community. In addition, in a bona fide emergency situation only, Landowner may maintain firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire), trim or remove brush, and otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire, without prior notice to and approval of Land Trust; provided, however, that Landowner shall provide notice to Land Trust of such activities as soon after undertaking such activities as reasonably feasible under the circumstances.

D. **Water Resources.** With prior notice to and approval of Land Trust, to develop and maintain such water resources and water-related improvements, including reservoirs, ponds, waterlines, and drainage improvements in the Easement Area as are reasonably necessary to contribute to the preservation and protection of the Conservation Values and Easement Purpose. The terms of this paragraph shall not limit the rights of third parties with existing easement and land-use rights, nor impose any liability upon Landowner concerning said pre-existing rights.

E. **Control of Plants and Animals.** To control non-native, predatory, invasive, and problem animals and plants within the Easement Area by the use of selective control techniques, provided these control agents are not deleterious to the habitat requirements of the CRLF and/or SPT. Control and removal of non-native invasive vegetation is encouraged.

F. **Utilities; Utility Easements.** Landowner reserves the right to use, access, repair, replace, and maintain existing utility infrastructure, as described in the Baseline Report, including but not limited to above- and below-ground pipelines required to serve the Remainder Property and the agricultural uses of the Baron Ranch outside of the Easement Area, so long as such utilization, repair, replacement, and maintenance is not inconsistent with the Purposes of this Easement and

the Conservation Values and that any repair, replacement, and/or maintenance shall be performed in compliance with all applicable laws, regulations, and permitting requirements. Landowner may also grant utility easements to public and quasi-public utilities for permitted uses of the Easement Area in a manner consistent with the Easement Purposes is permitted.

G. **Use of Off-Road Motorized Vehicles.** To allow use of motorized vehicles off roads for the purpose of maintenance of creeks, ponds or other habitat features to support the CRLF and SPT.

H. **Research Activities.** With prior notice to Land Trust, to conduct USFWS-approved research activities in Arroyo Quemado, including endangered species surveys and USFWS-approved sensitive species translocation activities.

I. **Access.** Landowner may traverse the Easement Area on existing roads to access adjacent property or existing infrastructure. In addition, police and other public safety organizations and their personnel may enter the Easement Area to address any legitimate public health or safety matter.

J. **Recreational Use Trail.** Notwithstanding anything contained herein to the contrary, Landowner may, with Land Trust's prior written approval, construct and maintain a recreational use trail ("Trail") and related drainage and other reasonable small-scale infrastructure (e.g., culverts, watercourse crossings, informational signage, bench(es)) for non-motorized pedestrian, bicycling, or equestrian use within the area designated as the "Trail Area" on Exhibit C. The Trail shall be no more than ten (10) feet in width and shall be constructed of permeable materials (i.e., dirt, gravel). All such activities shall be performed in a manner and location(s) that minimize erosion, tree or vegetation removal, and other adverse impacts to the Conservation Values. If any portion of such Trail requires relocation or replacement, Landowner may relocate or replace such portion within the Trail Area with Land Trust's prior written approval. Landowner may permit public use of the Trail but shall impose and enforce reasonable restrictions on such use to protect the Conservation Values. Motorized vehicles may be used if reasonably necessary to construct or maintain the Trail or related infrastructure; however, motorized vehicles may not be used on the Trail for recreational purposes.

IV. **PROHIBITED AND LIMITED USES.** Any activity on or use of the Easement Area that is inconsistent with the Easement Purpose is prohibited. Neither Landowner nor Land Trust may perform, or knowingly allow others to perform, any act or use on or within the Easement Area that is prohibited by or in conflict with this Easement. Without limiting the generality of the foregoing, the following activities and uses are deemed inconsistent with the Easement Purpose and are expressly prohibited within the Easement Area:

A. **Residential Use.** No residential uses are allowed.

B. **Agricultural Use.** No agricultural uses are allowed.

C. **Subdivision and Lot Adjustments.** The parties understand that, as of the Effective Date of this Easement, the Property consists of portions of three (3) legal parcels (APNs: 081-100-

005, 081-150-026, and 081-150-032). Landowner agrees that, should existing laws, ordinances, or regulations permit the Easement Area to be divided into separate legal parcels, the sale or conveyance of any such legal parcel separate or apart from any other is prohibited. Landowner covenants and agrees that Landowner will not sell, exchange, convert, transfer, assign, mortgage, or otherwise encumber, alienate, or convey any portion of, or partial interest in, the Easement Area separate or apart from all other portions of the Property, and Landowner will at all times treat the whole of the Easement Area and any potential legal parcels as a single integrated economic unit of property except as provided herein. Landowner shall not apply for or otherwise seek recognition of additional legal parcels within the Easement Area based on certificates of compliance or any other authority, and the division, subdivision, *de facto* subdivision, or partition of the Easement Area, whether by physical, legal, or any other process, is prohibited. Notwithstanding the foregoing, with prior written approval from Land Trust, in its sole and absolute discretion, Landowner may undertake a lot-line adjustment that results in the Easement Area becoming a single legal parcel and/or assessor parcel and may subsequently sell or transfer the Easement Area separate and apart from the Remainder Property or sell, exchange, convert, transfer, assign, mortgage, or otherwise encumber, alienate, or convey the Remainder Property separate and apart from the Easement Area. In the event the Remainder Property is sold or transferred separate and apart from the Easement Area, Landowner shall ensure, through a conveyance of an access easement or other mechanism, that Land Trust has access through the Remainder Property to access the Easement Area.

D. **Development Rights.** The Easement Area shall not be used for calculating permissible development or lot yield of any other property. Landowner hereby grants to Land Trust all development rights, except as specifically reserved to Landowner herein, that are now or hereafter allocated to, implied, reserved, or inherent in the Easement Area, and the parties agree that such rights are terminated and extinguished, and may not be used on, or transferred to, any portion of the Easement Area as it now or hereafter may be bounded and described, or to any other property, adjacent or otherwise.

E. **Construction of Buildings, Facilities, Structures, and Improvements; Grading.** Except as otherwise expressly permitted in Section III above, no buildings, facilities, structures, or improvements or grading are allowed on the Easement Area.

F. **Signs.** Except as otherwise expressly permitted in Section III above, no billboards or signs shall be erected on the Easement Area.

G. **Motorized Vehicles.** Except as otherwise expressly permitted in Section III above, the use of motorized vehicles off roads is prohibited. Motorized vehicle races and the construction of motorized off-road vehicle courses are specifically prohibited on the Easement Area.

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

I. **Mining.**

1. Subsurface and Surface Mining. If and to the extent Landowner holds any right, title, and interest in subsurface oil, gas, and minerals on the Easement Area, (i) the mining, extraction, or removal of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface or subsurface mining method, by Landowner is prohibited; and (ii) any such right, title, and interest in subsurface oil, gas, and minerals shall not be sold separately from the surface property of the Easement Area.

2. Third-Party Mineral Rights. Landowner and Land Trust acknowledge that the minerals and other hydrocarbon substances, including, but not limited to, oil, gas, and other hydrocarbons (collectively, “minerals”) lying in, on, or under the Property and the legal rights to such minerals (collectively, “Mineral Rights”) are or may have been separated from the surface estate of the Property, with some or all of such Mineral Rights being owned by or leased to one or more third parties who are not in any way related to Landowner.

Landowner hereby agrees that Landowner shall not exercise any of its Mineral Rights (including, without limitation, any right, title, or interest that Landowner has, if any, in any minerals or Mineral Rights) in any manner which would unreasonably interfere with the Easement Purpose of this Easement. Whenever Landowner becomes aware of a third party’s intent to develop or exercise Mineral Rights by utilizing or disturbing the surface of the Easement Area, Landowner shall (a) promptly notify Land Trust and USFWS of same; and (b) use reasonable efforts to attempt to negotiate a customary site-use agreement with such third party on commercially reasonable terms, under which agreement such third-party would agree to waive any right to utilize or disturb the surface of the Easement Area (or the area in between the surface of the Easement Area and 100 feet below the surface of the Easement Area) for purposes of drilling or other exploratory activities.

J. **Watercourses.** The alteration or manipulation of watercourses located in the Easement Area is prohibited, except with the prior written approval of Land Trust, in its sole and absolute discretion, and in compliance with all regulatory permits.

K. **Native Tree and Vegetation Management.** Except as expressly permitted in Section III above, cutting or clearing of native trees and vegetation within the Easement Area is prohibited.

L. **Trash.** The dumping or accumulation of any kind of trash, refuse, or derelict equipment on the Easement Area is prohibited.

M. **Other Incompatible Uses.** The parties acknowledge that, except as expressly permitted in this Easement, certain other activities do not further the Conservation Values on the Easement Area and do not serve to assist in achieving the Easement Purpose and shall not be permitted on the Easement Area, including but not limited to: feed lot operations; commercial motorized vehicle, bicycle, or other off-road activities; operation of golf courses or gaming facilities; recreational facilities, including horse rentals, horseback riding, and horse boarding stables; and aviation activities originating and/or terminating at the Easement Area.

V. **RESERVED RIGHTS; CONTINUING OBLIGATIONS.** Landowner reserves to itself, and to its 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 Easement Purpose. Without limiting the generality of the foregoing, the following rights are expressly reserved:

A. **Water Rights.** Landowner shall retain, maintain, and preserve the right to water associated with the Easement Area, whether such right is riparian or an overliee's right in groundwater. Excepting any transfer of water rights by instrument recorded prior to the Effective Date of this Easement, Landowner shall not transfer, encumber, lease, sell, or otherwise separate such water rights from the Easement Area.

B. **Mineral Rights.** All right, title, and interest in subsurface oil, gas, and minerals, provided that the manner of exploration for, and extraction of any oil, gas, or minerals shall be subject to Section IV.H of this Easement.

C. **Responsibilities of Landowner and Land Trust Not Affected.** Other than as otherwise expressly specified herein, this Easement is not intended to impose any legal or other responsibility on Land Trust or in any way to affect any existing obligation of Landowner as owner of the Property. Landowner shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Easement Area. Continuing obligations include but are not limited to the following:

1. Taxes. Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority. If Land Trust is ever required to pay any delinquent taxes or assessments on the Property or opts to do so to protect Land Trust's interest in the Property, Landowner will promptly reimburse Land Trust for the same.

2. Upkeep and Maintenance. Landowner shall continue to be solely responsible for the upkeep and maintenance of the Property. Land Trust shall have no obligation for the upkeep or maintenance of the Property.

D. **Liability and Indemnification.**

1. Landowner hereby agrees to indemnify, protect, defend, and hold Land Trust, its officers, directors, members, employees, contractors, legal representatives, agents, successors, and assigns (collectively, "Land Trust Indemnified Parties") harmless from and against all liabilities, costs, losses, orders, liens, penalties, damages, expenses, or causes of action, claims, demands, or judgments, including without limitation reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, or any other costs or liabilities resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent caused by the gross negligence or willful misconduct of the Land Trust Indemnified Parties.

2. Land Trust hereby agrees to indemnify, protect, and hold Landowner, its officers, directors, members, employees, contractors, legal representatives, agents, successors, and assigns (collectively, "Landowner Indemnified Parties") harmless from and against all liabilities, costs, losses, orders, liens, penalties, damages, expenses, or causes of action, claims, demands, or judgments, including without limitation reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, or any other costs or liabilities resulting from any affirmative act related to or occurring on or about the Property arising out of or caused by the gross negligence or willful misconduct of the Land Trust Indemnified Parties, except to the extent caused by the negligence or willful misconduct of the Landowner Indemnified Parties.

E. **Insurance.** Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Easement. Such policies shall be occurrence-basis commercial general liability policies insuring against bodily injury and property damage on the Property in the amount of not less than \$2,000,000, which amount shall be adjusted every five years to the nearest commonly available insured amount to reflect the percentage increase during the past five years in the "CPI," which means the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U, all items) (1982-84=100), or the successor of such index. Land Trust shall be named an additional insured on Landowner's policy. Landowner and Land Trust waive all rights of subrogation against the other and its respective agents, representatives, officers, directors, and employees for recovery of damages to the extent these damages are covered by insurance maintained pursuant to this Easement. Landowner and Land Trust shall furnish the other with certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above, upon request. The foregoing insurance requirements do not replace, waive, alter, or limit the hold harmless or indemnification provisions of this Easement.

F. **Activities Outside of Easement Area.** Notwithstanding any other provision of this Easement to the contrary, no provision of this Easement shall be deemed to prohibit, limit, restrict, require, or otherwise apply to or govern any activities outside of the Easement Area; subject, however, to Landowner's obligations under Sections IV.H, V.C, V.D.1, and X.A and Land Trust's obligations under Section V.D.2 and provided further that Landowner hereby agrees to make commercially reasonable efforts not to take or permit any action within the Remainder Property, as defined in recital A, that causes significant environmental degradation to the Easement Area in violation of applicable Environmental Laws (as defined below) or otherwise in contravention of the Easement Purpose. In the event that a dispute arises over whether an action causes significant environmental degradation to the Easement Area, the parties agree to try in good faith to resolve the dispute in accordance with the Dispute Resolution Procedure set forth in Section VII.D of the agreement. As indicated in Recital A above, the area encompassed within the Solid Waste Facility Permit Operational Area of the Tajiguas Sanitary Landfill is specifically not included in the Remainder Property. The parties acknowledge that County has an obligation to operate, maintain, and ultimately close the landfill and that all lawful landfill activities that occur within the Solid Waste Facility Permit Operational Area are exempt from this provision.

**VI. NOTICE AND APPROVAL.** Whenever notice to Land Trust is expressly required to be given by Landowner by the terms of this Easement, or in the event Landowner proposes to undertake an activity within the Easement Area that may have a significant impact on the Conservation Values, 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, square footage (if applicable), and any other material aspect of the proposed activity (including, if appropriate, sketch plans or scaled drawings of the site(s) of the proposed activity) in reasonably sufficient detail to permit Land Trust to evaluate such activity and to make an informed judgment as to its consistency of the activity with the Easement Purpose and other terms of this Easement. The notice shall also include information evidencing the conformity of such activity with the requirements of the applicable section, if any, under which approval is requested hereunder.

In such instances where prior written approval of Land Trust is expressly required by the terms of this Easement, Land Trust shall approve, conditionally approve, or withhold approval of the proposed use or activity within thirty (30) days of receipt of Landowner's written request therefor; provided, however, that if Land Trust reasonably requires more than thirty (30) days to undertake a sufficient and thorough review of the documentation provided and/or determines that it requires further documentation, Land Trust shall so notify Landowner within the original thirty (30)-day period of the additional time (not to exceed an additional fifteen (15) days) and/or documentation required to respond to Landowner's request hereunder. At Land Trust's sole and absolute discretion, Land Trust may permit commencement of the activity less than thirty (30) days after receiving Landowner's written notice and, in case of an emergency that requires immediate action, Land Trust will exercise commercially reasonable efforts to complete Land Trust's evaluation on an expedited basis consistent with the emergency involved. In the case of withholding of approval, Land Trust shall notify Landowner in writing with reasonable specificity of the reasons for withholding of approval, and the conditions, if any, on which approval might otherwise be given. For purposes of this Easement, unless Land Trust's approval is expressly indicated herein to be in its sole and absolute discretion, Land Trust's approval may not be unreasonably withheld, conditioned, or delayed.

If Land Trust approval is expressly required by the terms of this Easement and Land Trust fails to respond within such thirty (30)-day period (as extended, as discussed above), Landowner shall provide a final written notice to Land Trust with the clause "FINAL WRITTEN NOTICE" prominently displayed on such notice ("Final Written Notice"). Failure of Land Trust to deliver a written response to Landowner within five (5) business days of Land Trust's receipt of the Final Written Notice shall be deemed to constitute written approval by Land Trust of any request submitted for approval that is not contrary to the express provisions hereof, including but not limited to the Easement Purpose.

**VII. PROPERTY MANAGEMENT AND ISSUE RESOLUTION.**

A. **Management Practices.** Landowner recognizes that the Conservation Values are best protected if Landowner uses the Easement Area, if at all, only in accordance with generally accepted land management that address soil and water conservation, erosion control, pest management, nutrient management, and habitat protection. Land Trust believes that, in most

cases, the existing stewardship on land it selects for conservation easement projects has supported and enhanced the conservation values these lands provide and, consistent with that premise, Land Trust agrees with Landowner to take wherever possible a cooperative approach to monitoring and management of the Conservation Values of the Easement Area. The parties will conduct joint qualitative monitoring to ensure that the Conservation Values are being protected. This monitoring shall be supported through the Baseline Report and subsequent reviews using photographs and narrative descriptions, among other evaluation tools. Monitoring will also consider issues such as site potential, weather conditions, unusual economic circumstances, vegetative variety and quality, and trends in resource conditions.

**B. Stewardship Management Plan.** As a general matter, Land Trust believes that a written stewardship plan (“Stewardship Management Plan”) is a useful tool for guiding resource stewardship; however, Land Trust will not require a written Stewardship Management Plan unless Land Trust reasonably identifies specific circumstances requiring significant improvement to protect the Conservation Values. Landowner, upon written notice from Land Trust, shall develop a written Stewardship Management Plan that addresses the particular resource management concern(s) identified by Land Trust. Landowner shall be encouraged but not required to engage the services of a conservation biologist or other qualified professional to assist Landowner in the development of such Stewardship Management Plan. The required scope of the plan and the time allowed for its development shall depend on the nature and severity of the identified problems, provided that Landowner be given no less than sixty (60) days to prepare such Stewardship Management Plan. The Stewardship Management Plan shall be subject to Land Trust approval (such approval not to be unreasonably withheld, conditioned, or delayed). Landowner shall implement an approved plan for so long as is necessary to resolve the particular resource management problem(s) addressed by the plan. Land Trust shall monitor implementation of the plan, and results thereof, during its periodic monitoring, and may require reasonable modifications of the plan as the resource conditions warrant.

**C. Covenant Concerning Governing Regulations.** Notwithstanding any change of status or ownership of the Property, each of Land Trust and Landowner, for itself and its successors and assigns, covenants and agrees that the Property shall always remain subject to the zoning, land use, building, and similar laws and regulations of the State of California and the County of Santa Barbara and the laws and regulations of any successor municipal government in the event the Property is incorporated into a city, as such laws and regulations may be modified from time to time.

**D. Dispute Resolution.** Notwithstanding any other provision of this Easement, Landowner and Land Trust agree that any action or proceeding arising from or relating to this Easement shall be commenced and tried in the Superior Court for the County of Santa Barbara (the “Court”). Landowner and Land Trust hereby consent to the jurisdiction of the Court. Landowner and Land Trust agree that this Section VII shall run with the land and be binding upon and inure to the benefit of their successors and assignees.

1. Mediation. If a dispute arises between the parties concerning either party’s compliance with the terms of this Easement, each party shall first consult with the other party in good faith and attempt to resolve the issue without resorting to mediation or legal action. If the

parties are unable to resolve the dispute within 30 days of notice of such dispute, then either party may refer the dispute to mediation by request made in writing upon the other, provided that, if such dispute involves an activity or proposed activity of Landowner, Landowner agrees to cease or not to commence such activity, as applicable, during the pendency of the mediation process. If both parties agree to mediation via written notice, within thirty (30) days of the receipt of such a request, the parties shall select a single trained and impartial mediator. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to the American Arbitration Association for the appointment of a trained and impartial mediator with relevant experience in real estate and conservation easements. Mediation shall then proceed in accordance with the following guidelines:

a. Purpose. The purpose of the mediation is to: (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning issues in the dispute; and (iii) assist the parties to develop proposals that will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions, or restrictions of this Easement.

b. Participation. The mediator may meet with the parties and their counsel jointly or *ex parte*. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the parties with settlement authority shall attend mediation sessions as requested by the mediator.

c. Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

d. Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of the selection or appointment of a mediator or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

e. Costs. The cost of the mediator shall be borne equally by Land Trust and Landowner; the parties shall bear their own expenses, including attorneys' fees, individually.

2. Judicial Enforcement. If, in Land Trust's sole judgment, significant damage to the Conservation Values is imminently threatened or is occurring, or if Land Trust finds what it considers to be a violation of any provision of this Easement that, in Land Trust's sole judgment, cannot be satisfactorily addressed through mediation as provided in this Section VII, Land Trust shall have the right to bypass mediation or any other alternative dispute resolution process and to instead pursue appropriate legal action in accordance with this Section

VII. Unless an ongoing or threatened violation could significantly diminish or impair the Conservation Values of the Easement Area, or the parties previously have discussed the violation, Land Trust shall give Landowner written notice of the violation and, not later than fourteen (14) days after the delivery of such written notice, the parties shall meet to discuss the circumstances of the violation and attempt to agree on appropriate corrective action. If the parties are unable to agree upon corrective action, Land Trust may pursue appropriate legal action in accordance with this Section VII.

E. **Damages.** Land Trust shall be entitled to recover damages for violation of the terms of this Easement, including but not limited to injury to any of the Conservation Values protected by this Easement including, without limitation, damages for the loss of Conservation Values within the Easement Area. 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 in the Easement Area. The foregoing notwithstanding, the damages available under this section shall be limited to those available under California Civil Code section 815.7.

F. **Emergency Enforcement.** If Land Trust, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Easement Area arising from conduct in breach of this Easement, Land Trust may proceed immediately to seek an injunction to stop such damage, temporarily or permanently. Land Trust may also seek an injunction requiring Landowner to restore, or pay for the restoration of, the Easement Area to its condition prior to the violation pursuant to the terms and provisions of this Easement.

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

H. **Expert Assistance.** The results of any analysis prepared pursuant to the California Environmental Quality Act and opinions of any conservation biologist or other appropriate consultant or expert engaged to assist the parties in the resolution of any claim of injury to any Conservation Value shall be admissible in any judicial proceedings conducted with respect to that asserted violation.

I. **Costs of Enforcement.** Except as otherwise provided in this Section VII, Landowner shall reimburse Land Trust for any reasonable costs incurred by Land Trust in the enforcement of the

terms of this Easement against Landowner, and any costs of restoration necessitated by Landowner's violation of the terms of this Easement, from such time as Land Trust first identifies the violation to the time the violation is remedied or otherwise resolved in accordance with a court order, settlement agreement, or other mutual agreement of the parties, as applicable, and subject to the limitations set forth in Section VII.K below. The prevailing party in any judicial action brought pursuant to the provisions of this Easement shall be entitled to recovery from the other party of its reasonable costs of suit, including without limitation reasonable attorneys' and experts' fees.

**J. Enforcement Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Landowner or Land Trust, as the case may be, and any forbearance by Landowner or Land Trust to exercise its rights under this Easement shall not be deemed or construed to be a waiver by Landowner or 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 Landowner or Land Trust in the exercise of any right or remedy upon any breach by Landowner or Land Trust shall impair such right or remedy or be construed as a waiver, and Landowner and Land Trust each hereby waives any defense of laches, estoppel, or prescription.

**K. 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 natural causes beyond Landowner's reasonable control, including without limitation fire, flood, storm, and earth movement, or actions by unrelated third parties outside the knowledge or control of Landowner, or from any prudent action by Landowner to prevent, abate, or mitigate injury to the Easement Area resulting from such causes.

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

**IX. CONDITION OF TITLE.** Landowner represents and warrants to Land Trust that Landowner is the fee owner of the Property as of the execution of this Easement, subject to all existing Title Conditions (as defined below). The rights herein granted to Land Trust are expressly made subject to any and all existing licenses, easements, rights-of-way, leases, restrictions, public dedications, conditions, covenants, encumbrances, liens, claims of title, and other title matters of record, which may affect the Easement Area and the Remainder Property (collectively, "Title Conditions") and have not been subordinated hereto, and the word "grant" as used herein shall not be construed as a covenant against the existence of any such matters. Landowner hereby promises to take reasonable actions to defend the Easement Area against all claims that may be made against it. Landowner may grant subsequent conservation easements on the Easement Area, provided that such easements do not interfere with or reduce the Conservation Values of this Easement. Land Trust shall be notified at least ninety (90) days in advance, in writing, of any proposed conservation easement for the Easement Area, which notice shall include the proposed easement.

**X. ENVIRONMENTAL PROVISIONS.**

**A. Landowner's Environmental Warranty.** Landowner warrants that Landowner has no knowledge of a release or threatened release of Hazardous Substances (as defined below) or wastes on or that could adversely affect the Easement Area in any material respect and agrees to indemnify, defend, protect, and hold the Land Trust Indemnified Parties harmless from any claim, judgment, damage, penalty, fine, cost, liability (including any amount paid in settlement of a claim) or loss, including reasonable attorneys' fees, consultant fees, and expert fees (consultants and experts to be selected by Land Trust), which arise during or after the term of this Easement from or in connection with the violation of Environmental Laws (as defined below) or the presence or suspected presence of Hazardous Substances in the soil, groundwater, or soil vapor on or under the Property (collectively, "Indemnified Environmental Matters), except to the extent the Hazardous Substances are present as a result of the gross negligence or intentional act of any of the Land Trust Indemnified Parties. Without limiting the generality of the foregoing, the indemnification provided by this paragraph shall specifically cover any cost incurred by any of the Land Trust Indemnified Parties in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of any Indemnified Environmental Matters. Without limiting the generality of the foregoing, the indemnification provided by this paragraph shall also specifically cover any cost incurred in connection with: (1) Hazardous Substances present or suspected to be present in the soil, groundwater, or soil vapor on or under the Property before the date this Easement is executed; or (2) Hazardous Substances present on or under the Property as a result of any discharge, dumping, or spilling (accidental or otherwise) onto the Property during or after the term of this Easement, by any person, corporation, partnership, or entity other than the Land Trust Indemnified Parties. The term "Environmental Laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order, or requirement relating to environmental conditions or Hazardous Substances.

**B. Land Trust's Environmental Warranty.** Land Trust agrees to indemnify, protect, and hold Landowner harmless from and against all litigation costs, demands, penalties, damages, liabilities, claims, or expenses (including reasonable attorneys' fees) arising from or connected with any release of Hazardous Substances or violation of Environmental Laws as a direct result of or arising out of the gross negligence or intentional act of Land Trust on the Property.

**C. Land Trust Not an Owner, Operator, or Responsible Party.** Notwithstanding any other provision herein to the contrary, the parties do not intend this Easement to be interpreted such that it creates in or gives to Land Trust, and the parties agree that this Easement does not and shall not create in or give to Land Trust:

1. The obligations or liability of an "owner" or "operator" or "responsible person" as those words are defined and used in applicable Environmental Laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC sections 9601 *et seq.* and hereinafter "CERCLA");

2. The obligations or liability of a person described in 42 USC sections 9607(a)(3) or (4);



3. The obligations of a responsible person under any applicable Environmental Laws;

4. The right to investigate and remediate any Hazardous Substances associated with the Property; or

5. Any control over Landowner's ability to investigate, remove, remediate, or otherwise clean up any Hazardous Substances associated with the Property.

**D. Hazardous Substance.** The term "Hazardous Substance" means (1) any chemical, compound, material, mixture, or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any other federal, state, or local laws, regulations, or ordinances as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "PE toxicity"; and (2) any petroleum, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource-recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal sources.

**XI. LAND TRUST TRANSFER OF EASEMENT.** Land Trust may transfer this Easement to any private nonprofit organization that, at the time of transfer, is a qualified organization (an "Assignee"), after consulting with Landowner regarding any proposed Assignee. For purposes of this Section XI, the term "qualified organization" means a nonprofit corporation which: (1) is qualified to receive such interests pursuant to section 815.3(a) of the California Civil Code; (2) is a qualified organization within the meaning of section 170(h)(3) of the Internal Revenue Code; (3) is organized or operated primarily or substantially for one of the conservation purposes specified in sections 170(h)(4)(A)(ii) or (iii) of the Internal Revenue Code; and (4) has the financial, personnel, and other resources, and the commitment, to enforce the terms of this Easement on the Easement Area. Land Trust shall consult with Landowner regarding any proposed Assignee; shall attempt in good faith to select an Assignee that holds other conservation easements of a similar nature as this Easement and has continuously met the requirements of items (1), (2), (3) and (4) of the preceding sentence during at least the ten (10) year period prior to the date of such assignment; and shall provide, in writing and with reasonable specificity, information identifying the proposed Assignee or Assignees and substantiating such any proposed Assignee's compliance with items (1), (2), (3), and (4) of the preceding sentence, the length of time such proposed Assignee or Assignees have met such qualifications, and the number and type of other conservation easements held by such proposed Assignee or Assignees. Landowner may also propose a potential Assignee that meets the requirements of items (1), (2), (3) and (4) above for Land Trust's consideration.

**E. Voluntary Transfer.** As a condition of any such transfer, any assignment by Land Trust must require, and the Assignee must agree, that the Assignee and Assignee's successors will carry out and enforce the Easement Purpose and other provisions of this Easement. The

Assignee and its successors and assigns shall have the same right of assignment, subject to compliance with the provisions of this Section XI. Land Trust shall provide to Landowner notice of any transfer of this Easement within thirty (30) days of the transfer.

F. **Involuntary Transfer.** If Land Trust ever ceases to exist or no longer qualifies under section 170(h) of the U.S. Internal Revenue Code, or applicable state law, a court of competent jurisdiction shall transfer this Easement to another qualified organization having substantially similar purposes that agrees to assume the responsibilities imposed on Land Trust by this Easement, provided that Landowner shall be provided notice of and an opportunity to participate in the court proceedings.

## **XII. LANDOWNER TRANSFER OF PROPERTY.**

A. **Restrictive Covenant Concerning Transfer.** Landowner hereby covenants that Landowner will not transfer fee title to the Easement Area (or any portion thereof) to any person or entity unless (1) the purchaser agrees in writing to full enforceability of this Easement; and (2) such agreement will be set forth within, or recorded concurrently with, any grant deed transferring fee title. This covenant shall run with the land, and Landowner agrees that the Land Trust and/or its designee shall have the power to enforce this provision against Landowner and its successors and assigns.

B. **Notice to Land Trust of Transfer.** Any time the Easement Area (or any portion thereof) or any interest in it is transferred by Landowner to any third party, Landowner shall notify Land Trust in writing prior to the transfer of the Easement Area (or portion thereof), and the deed of conveyance shall expressly refer to and be subject to this Easement. Failure to notify Land Trust or include the required reference to this Easement in the deed shall not affect the continuing validity and enforceability of this Easement.

C. **Transfer Fee.** As partial consideration for Land Trust's acceptance of this Conservation Easement, and to help defray all or part of Land Trust's or its successors' costs of monitoring such Conservation Easement, Landowner shall, at the time of transfer of the Easement Area (or any portion thereof) to any third party, pay to Land Trust or its successor-in-interest, a transfer fee (the "Transfer Fee") equal to the greater of (a) one percent (1%) of the fair market value of the Easement Area (or portion thereof) (provided that the value of the Easement Area is to be determined at the time of the transfer through an appraisal by a certified appraiser selected by Landowner, and approved by Land Trust, which appraisal shall value the Easement Area separate and apart from the Remainder Property and as being subject to this Easement) or (b) Forty Thousand Dollars (\$40,000), which amount shall be adjusted every five (5) years to reflect the percentage increase during the past five (5) years in the Consumer Price Index – All Urban Consumers for the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area as published by the United States Department of Labor Bureau of Statistics Data or such successor area and/or agency; provided, however, that for purposes of the first transfer of the Property in whole or in part from County of Santa Barbara to a new owner, the foregoing figure of \$40,000 shall be reduced to \$20,000 (but will nonetheless still subject to the 5-year CPI adjustment as set forth earlier in this sentence). The Parties acknowledge and agree, pursuant to California Civil Code section 1098.6, is imposed and shall be used for the direct

benefit of the Easement Area and Land Trust's protection thereof; provided, however, that no such Transfer Fee shall be due for any of the following transfers:

1. Any transfer to a "family member" of Landowner or its successor-in-interest (defined as a grandparent, parent, uncle, aunt, brother, or sister; lineal descendant of a brother, sister, uncle, or aunt; spouse; lineal descendant or adopted child (if the adoption occurs before the child reaches the age of majority) of Landowner or any member of Landowner or a combination thereof);
2. Any transfer by gift, donation, or bequest by Landowner or its successors in interest;
3. Any transfer into a revocable inter vivos trust for the benefit of the transferor, the transferor's heirs, successors, or assigns or from such trust to the original grantor thereof; or
4. A transfer of a security interest to a *bona fide* lender by the Landowner of the Easement Area (or any portion thereof) or a sale or transfer by such lender or trustee of any deed of trust pursuant to the power of sale provisions in any mortgage or deed of trust;
5. a lease, license, or easement for a total term, including any options to renew or extend, not exceeding thirty-five (35) years; or
6. any transfer that does not result in a "change of ownership" as defined in California Revenue and Taxation Code section 60 *et seq.*

The Transfer Fee, when due hereunder, shall be deemed a lien against the Easement Area (or portion thereof) in accordance with California Civil Code section 2872 *et seq.* and shall be enforceable by court proceeding in accordance with California Code of Civil Procedure section 725a *et seq.* or non-judicially by power of sale pursuant to California Civil Code section 2932 *et seq.* Notwithstanding the foregoing, the lien created hereby shall at all times be deemed subordinate and junior to, and shall in no instance defeat, this Easement.

**D. Recordation of Notice against Easement Area; Enforcement.** Concurrently with the recordation of this Easement, in compliance with California Civil Code section 1098.5, Land Trust shall record a document entitled "PAYMENT OF TRANSFER FEE REQUIRED" in the form required by statute and reasonably acceptable to the parties. In the event of non-payment of the Transfer Fee in accordance with this Section XII, the transferor and its successor-in-interest shall become jointly and severally liable therefor, and Land Trust shall have any right available at law or in equity to enforce this Transfer Fee provision, including the right to bring suit to recover the Transfer Fee, interest thereon at the rate of five percent (5%) per annum from the date due until the date paid plus its costs of suit, including reasonable attorneys' fees. All Transfer Fee funds shall be used only for purposes that provide a direct benefit to the Easement Area in accordance with California Civil Code section 1098.6 and Title 12 of the Code of Federal Regulations Part 1228 as said statute and regulations exist on the date of this Easement.

**XIII. AMENDMENT.** This Easement may be amended only with the written consent of Land Trust and Landowner. Any such amendment shall be consistent with the purposes of this Easement and the adopted amendment policy of Land Trust in effect at the time, shall not affect its perpetual duration, and shall comply with sections 501(c)(3) and 170(h) of the U.S. Internal Revenue Code, California Civil Code section 815 *et seq.*, and any regulations promulgated in accordance with these statutes. Landowner shall reimburse Land Trust for its reasonable expenses associated with review, approval, and recordation of any amendment initiated by Landowner.

**XIV. EXTINGUISHMENT; CONDEMNATION; VALUATION.**

A. **Extinguishment.** If circumstances arise in the future which render the Easement Purpose impossible or impracticable to accomplish, this Easement may be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The proceeds, if any, from such extinguishment to which Land Trust shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Easement Area subsequent to such termination or extinguishment, shall be determined in accordance with Section XIV.C and shall be used by Land Trust in a manner consistent with the Easement Purpose.

B. **Condemnation.** If all or any part of the Easement Area is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Landowner and Land Trust shall act jointly to recover the full value of the interests in the Easement Area subject to the taking or in-lieu purchase and all direct or incidental damages resulting therefrom. Land Trust's share of the recovered proceeds shall be determined in accordance with Section XIV.C. All expenses incurred by Landowner and Land Trust in connection with the taking or in-lieu purchase shall be paid out of such party's respective share of the recovered proceeds. Land Trust shall have an opportunity to accompany the appraiser for the condemning agency when the appraiser goes on the Easement Area with Landowner. If only a portion of the Easement Area is subject to such exercise of eminent domain, this Easement shall remain in effect as to all other portions of the Easement Area. Landowner shall obtain Land Trust's prior written consent prior to agreeing to an in-lieu purchase.

C. **Valuation.** This Easement constitutes a real property interest immediately vested in Land Trust. For the purpose of this Section XIV, the parties stipulate that this Easement has a fair market value determined by multiplying (a) the fair market value of the Easement Area unencumbered by the Easement by (b) the ratio of the value of the Easement at the time of this grant to the value of the Easement Area unencumbered by the Easement at the time of this grant. The values at the time of this grant shall be determined by a qualified appraisal at the time of such termination performed by an appraiser mutually agreeable to the parties. For the purposes of this Section XIV, the ratio of the value of the Conservation Easement to the value of the Easement Area unencumbered by the Conservation Easement shall remain constant.

**XV. SUBORDINATION; ESTOPPEL CERTIFICATES.**

A. **Subordination.** If, at the time of conveyance of this Easement, the Easement Area is subject to any mortgage or deed of trust encumbering the Easement Area, Landowner shall obtain from the holder of any such mortgage or deed of trust an agreement to subordinate its rights in the Easement Area to this Easement. Landowner may allow the encumbrance of the Easement Area for the purposes of acquiring financing; however, any mortgage or deed of trust shall be subordinate to this Conservation Easement.

B. **Estoppel Certificates.** Upon reasonable request by Landowner, Land Trust shall within thirty (30) days execute and deliver to Landowner any document, including an estoppel certificate, which certifies Landowner's compliance with any obligation of Landowner contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement as may be requested by Landowner.

**XVI. GENERAL PROVISIONS.**

A. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of California and the County of Santa Barbara.

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 Easement Purpose.

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. **Perpetual Duration.** The easement created by this Easement shall be a servitude running with the land in perpetuity. Every provision of this Easement that applies to Landowner and Land Trust shall also apply to and be binding upon their respective agents, heirs, beneficiaries, executors, administrators, successors, and assigns. A party's rights and obligations under this Conservation Easement shall terminate upon transfer of that party's interest in the Easement Area, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

E. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be deemed delivered upon receipt or refusal of receipt so long as such notice was provided in writing and either served personally or sent by United States certified mail, return receipt requested, or by reputable courier service where receipt is confirmed in writing, addressed as follows (or such other address as either party from time to time shall designate on not less than thirty (30) days prior written notice to the other).

To LANDOWNER:           Attn: Deputy Director  
                                  Department of Public Works, County of Santa Barbara  
                                  Resource Recovery and Waste Management Division  
                                  130 East Victoria Street, Suite 100

Santa Barbara, CA 93101

To LAND TRUST:       Attn: Executive Director  
                              The Land Trust for Santa Barbara County  
                              Post Office Box 91830  
                              Santa Barbara, CA 93190-1830

F. **Laws as in Effect.** All references in this Easement to statutes, regulations, and other laws shall be deemed to refer to those statutes, regulations, and laws of the County of Santa Barbara and the State of California then in effect, or as amended (or any successor provision then applicable).

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

H. **Counterparts.** The Parties may execute this Easement in two or more counterparts, which shall, in the aggregate, have the same effect as if both Parties had executed the same document; and both counterparts shall be construed together and shall constitute a single document.

I. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Landowner's title in any respect.

J. **Exhibits; Recitals.** The recitals above and the following exhibits are attached hereto and incorporated into this Easement by this reference:

- Exhibit A: Legal Description of the Property
- Exhibit B: Legal Description of the Easement Area
- Exhibit C: Depiction of the Easement Area and Remainder Property
- Exhibit D: Acknowledgement of Baseline Report

*[Signatures follow on next page]*



“LAND TRUST”

**THE LAND TRUST FOR SANTA BARBARA COUNTY,**  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Joseph R. Weiland  
Title: President

By: \_\_\_\_\_  
Name: Ann Lippincott  
Title: Secretary



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 \_\_\_\_\_, before me, \_\_\_\_\_, a 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 \_\_\_\_\_

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, \_\_\_\_\_, a 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 \_\_\_\_\_

**COUNTY DEPARTMENTAL APPROVALS**

**RECOMMENDED FOR  
APPROVAL:**

Scott McGolpin, Director  
Santa Barbara County Public Works

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

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

**APPROVED AS TO FORM:**

Rachel Van Mulem  
County Counsel

By: \_\_\_\_\_  
Johannah Hartley  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING  
FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

**APPROVED AS TO FORM:**

Gregory Milligan, ARM  
Risk Manager

By: \_\_\_\_\_  
Risk Management

**Exhibit A**  
**Legal Description of the Property**

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

APNs: 081-100-005 (portion), 081-150-026 (portion), 081-150-032 (portion)

**LEGAL DESCRIPTION**

**APN: 081-100-005**

**THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE NORTHWEST QUARTER OF SECTION 22, IN TOWNSHIP 5 NORTH, RANGE 31 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.**

**APN: 081-150-026**

**THAT PORTION OF LAND SITUATED IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND BEING NORTH OF THE STATE HIGHWAY AS SHOWN ON "MAP OF SURVEY MADE BY F.F. FLOURNOY OF THE DIVISION OF THE PEDRO BARON RANCH, BEING A PART OF THE RANCHO NUESTRA SENORA DEL REFUGIO", WHICH MAP OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, IN BOOK 13, PAGE 98 OF MAPS, AND WHICH PORTION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE COUNTY OF SANTA BARBARA BY DEED RECORDED DECEMBER 6, 1966 IN BOOK 2174, PAGE 406 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 11° 33' 00" WEST 98.62 FEET FROM THE SOUTHERLY TERMINUS OF THE SIXTH COURSE DESCRIBED IN THAT CERTAIN DEED FROM JACOB SELDOWITZ AND ETHELYN M. SELDOWITZ, HIS WIFE TO RANCHO COSTA LINDA, A LIMITED PARTNERSHIP, AS NORTH 11° 33' 00", WEST 751.20 FEET, SAID DEED BEING RECORDED IN BOOK 2145, AT PAGE 1219 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE, BEING A POINT IN THE EASTERLY LINE OF THE DOMINIQUE BARON PORTION OF SAID PEDRO BARON RANCH, AS SHOWN IN SAID BOOK 13, PAGE 98 OF RECORD OF SURVEY IN SAID COUNTY RECORDER'S OFFICE; THENCE NORTH 11° 33' 00", WEST, ALONG SAID EASTERLY LINE 652.58 FEET AND NORTH 3390.3 FEET TO THE NORTHWEST CORNER OF SAID DOMINIQUE BARON TRACT OF LAND; THENCE NORTH 89° 56' 00", WEST 3379.6 FEET TO THE NORTHWEST CORNER OF SAID DOMINIQUE BARON TRACT OF LAND; THENCE ALONG THE WESTERLY LINE OF SAID TRACT THE FOLLOWING COURSES AND DISTANCES, SOUTH 2° 46' 00", EAST 3570.7 FEET; THENCE SOUTH 16° 36' 00", WEST 328.6 FEET; THENCE SOUTH 3°**

04' 00", WEST 623.5 FEET; THENCE SOUTH 18° 52' 00", WEST 95.90 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE SHELL OIL CORPORATION BY DEED RECORDED JANUARY 25, 1963 IN BOOK 1973, AT PAGE 868 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE; THENCE EAST ALONG THE NORTH LINE OF SAID SHELL OIL CORPORATION, 829.40 FEET TO A POINT IN THE WESTERLY LINE OF THE HEREIN REFERRED TO SANTA BARBARA COUNTY PARCEL OF LAND; THENCE NORTH 3° 03' 50", WEST, ALONG SAID WESTERLY LINE 562.41 FEET TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE 2698.70 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT NORTHWEST CORNER OF THE HEREIN ABOVE REFERRED TO SHELL OIL CORPORATION TRACT OF LAND; THENCE EAST 829.40 FEET ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF THE FIRST, HEREIN REFERRED TO SANTA BARBARA COUNTY PARCEL OF LAND; THENCE NORTH 3° 03' 50", WEST, ALONG SAID SANTA BARBARA COUNTY PARCEL OF LAND AND ITS PROLONGATION NORTHERLY 562.41 FEET TO A POINT; THENCE NORTH 9° 14' 38" WEST 1390.02 FEET TO A POINT; THENCE WEST 460.00 FEET TO A POINT IN THE WESTERLY LINE OF THE HEREIN ABOVE REFERRED DOMINIQUE BARON TRACT OF LAND; THENCE ALONG THE WESTERLY LINE OF SAID DOMINIQUE BARON TRACT OF LAND THE FOLLOWING COURSES AND DISTANCES, SOUTH 2° 46' 00", EAST 1206.30 FEET; THENCE SOUTH 16° 36' 00", WEST 328.60 FEET; THENCE SOUTH 3° 04' 00", WEST 623.50 FEET; THENCE SOUTH 18° 52' 00", WEST 95.90 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, AN UNDIVIDED ½ OF ALL OIL, GAS AND MINERALS AND OF ALL OIL, GAS AND MINERAL RIGHTS UPON AND UNDER SAID LAND, TOGETHER WITH THE RIGHT TO ENTER THEREON AND TO USE IN A PROPER MANNER SO MUCH OF THE SURFACE OF THE PROPERTY HEREIN DESCRIBED AS MAY BE REASONABLE FOR THE PURPOSE OF EXTRACTING THE OIL, GAS AND MINERALS THEREON AND THEREUNDER, AS RESERVED BY SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, A NATIONAL BANKING ASSOCIATION, IN DEED RECORDED JANUARY 20, 1942 IN BOOK 541,

ALSO EXCEPTING THEREFROM A LIFE ESTATE IN AND TO AN UNDIVIDED ¼ OF ALL OIL, GAS AND MINERALS AND OF ALL OIL, GAS AND MINERAL RIGHTS, (EXCLUDING ANY SURFACE OR QUARRY MATERIAL, ROCK OR VAQUEROS SANDSTONE) UPON AND UNDER SAID LAND AS RESERVED BY EARL M. MALOTT AND LEANOR C. MALOTT, HUSBAND AND WIFE, IN DEED RECORDED MAY 31, 1962 AS INSTRUMENT NO. 22324 IN BOOK 1931, PAGE 225 OF OFFICIAL RECORDS, OF SAID COUNTY.

ALSO EXCEPTING THEREFROM, ALL OIL AND MINERAL RIGHTS BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE OR OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, OR OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY PUBLIC IMPROVEMENT THAT MAY BE CONSTRUCTED ON SAID LANDS, AS RESERVED BY RANCHO COSTA LINDA, A LIMITED PARTNERSHIP, IN DEED RECORDED AUGUST 16, 1972 IN BOOK 2415, PAGE 1252 OF OFFICIAL RECORDS.

APN: 081-150-032

THAT CERTAIN PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A ROCK 10"X6"X10" ON TOP OF A RIDGE ON THE NORTH LINE OF THE NUESTRA SENORA DEL REFUGIO RANCHO AND THE WEST SIDE OF THE TAJIGUAS CANON, SAID ROCK MARKED WC ON NORTH SIDE, BEING WITNESS CORNER TO QUARTER SECTION CORNER BETWEEN SECTIONS 22 AND 27, TOWNSHIP 5 NORTH, RANGE 31 WEST, FROM WHICH U.S. MONUMENT NO. 339 BEARS SOUTH 89°36' WEST 6/100 OF A LINK;

THENCE ALONG THE TOP OF SAID RIDGE OR CHUCHILLA DE TAJIGUAS SOUTH 2°54' WEST 1124.6 FEET TO A 3/4 INCH PIPE;

THENCE SOUTH 42°32' EAST 1330.5 FEET TO A 3/4 INCH PIPE ON TOP OF A ROCK RIDGE;

THENCE SOUTH 16°47' WEST 652.1 FEET TO A 3/4 INCH PIPE;

THENCE SOUTH 12°13' EAST 480.9 FEET TO A 3/4 INCH PIPE;

THENCE SOUTH 13°36' WEST 238.4 FEET TO A 3/4 INCH PIPE;

THENCE SOUTH 46°31' WEST 352.5 FEET TO A 3/4 INCH PIPE AT THE MOST NORTHERLY CORNER OF PARCEL "A" OF THE SUBDIVISION OF THE PEDRO BARON RANCH, BEING A PORTION OF THE NUESTRA SENORA DEL REFUGIO RANCHO, THE MAP OF SAID PARTITION BEING FILED IN BOOK 13, PAGES 98 TO 100 OF MAPS AND SURVEYS, RECORDS OF SAID COUNTY;

THENCE ALONG THE EASTERLY BOUNDARY LINE OF THE PEDRO BARON RANCH SOUTH 35°17' EAST 1290.4 FEET;

THENCE SOUTH 51°17' EAST 403.7 FEET;

THENCE SOUTH 9°27' WEST 648.4 FEET TO A POINT WHICH IS NORTH 0°04' EAST 4621.6 FEET AND NORTH 9°27' EAST 158.8 FEET FROM THE MOST SOUTHEASTERLY CORNER OF THE ABOVE MENTIONED PARCEL "A";

**THENCE LEAVING SAID EASTERLY BOUNDARY LINE SOUTH 89°18' WEST 157.4 FEET;**

**THENCE SOUTH 83°24' WEST 560.5 FEET;**

**THENCE SOUTH 56°45' WEST 137.8 FEET;**

**THENCE SOUTH 70°12' WEST 287.2 FEET;**

**THENCE SOUTH 77°48' WEST 351.2 FEET;**

**THENCE SOUTH 59°50' WEST 219.3 FEET;**

**THENCE SOUTH 89°40' WEST 177.9 FEET;**

**THENCE SOUTH 65°05' WEST 164.6 FEET;**

**THENCE SOUTH 75°50' WEST 560.2 FEET;**

**THENCE SOUTH 2°20' WEST 437.4 FEET;**

**THENCE SOUTH 47°18' WEST 222.4 FEET;**

**THENCE SOUTH 10°57'30" WEST 593.8 FEET;**

**THENCE SOUTH 15°20' WEST 343.8 FEET;**

**THENCE SOUTH 74°48' EAST 299.7 FEET;**

**THENCE SOUTH 54°25' EAST 174.5 FEET TO A 1 INCH PIPE;**

**THENCE SOUTH 27° 22' WEST 470 FEET TO A POINT ON THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 28, 1949 AS INSTRUMENT NO. 5318 IN BOOK 850, PAGE 495 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY;**

**THENCE WESTERLY ALONG SAID LAST MENTIONED LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 53°55'40" WEST 545.02 FEET; NORTH 58°00'15' WEST 855.62 FEET; NORTH 78°45'30" WEST 119.54 FEET; SOUTH 11°14'30" WEST 17.93 FEET;**

**THENCE 78°45'30" WEST 14.00 FEET; NORTH 11°14 '30" EAST 17.93 FEET; NORTH 78°45'30" WEST 83.99 FEET; SOUTH 77°54'50" WEST 370.60 FEET AND NORTH 88°18'50" WEST 857.24 FEET TO A POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN THE QUITCLAIM DEED TO PIERRE FRANCOIS BARON RECORDED AUGUST 18, 1938 AS INSTRUMENT NO . 7217 IN BOOK 439 PAGE 475 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY;**

**THENCE NORTHERLY ALONG SAID LAST MENTIONED LINE NORTH 09°33' EAST 540.00 FEET;**

**THENCE NORTH 12°22 WEST 410.3 FEET TO A 3/4 INCH PIPE;**

**THENCE NORTH 16°32' EAST 493.2 FEET TO A 3/4 INCH PIPE;**

**THENCE NORTH 4°09 WEST 1696.2 FEET AT 141 FEET TO A 3/4 INCH PIPE, AT 1265.2 FEET TO A 3/4 INCH PIPE, AT 1696.2 FEET TO A 3/4 INCH PIPE, ON THE TOP OF A RIDGE;**

**THENCE NORTH 4°35' WEST 400 FEET TO A 3/4 INCH PIPE, ON THE TOP OF A RIDGE;**

**THENCE NORTH 11°33' WEST 751.2 FEET TO A 5/8 INCH PIPE ON THE TOP OF A BUSHY RIDGE;**

**THENCE NORTH 3390.3 FEET TO THE LINE BETWEEN SECTIONS 21 AND 28, TOWNSHIP 5 NORTH, RANGE 31 WEST, SAN BERNARDINO MERIDIAN;**

**THENCE ALONG SAID LINE AND THE NORTH LINE OF NUESTEA SENORA DEL REFUGIO RANCHO, SOUTH 89°56' EAST 744.1 FEET TO A SAND STONE 8" X 8" X 10" MARKED R. R. ON THE TOP, SET AT THE CORNER OF SECTIONS 21 AND 22 FROM WHICH A LIVE OAK BEARS NORTH 29° EAST 59 LINKS, A LIVE OAK BEARS SOUTH 12° EAST 39 LINKS, A LIVE OAK BEARS SOUTH 82°35 ' WEST 36 LINKS AND U.S. MONUMENT NO. 340 BEARS NORTH 89°56 ' WEST 6/100 OF A LINK;**

**THENCE ALONG THE LINE BETWEEN SECTIONS 22 AND 27 AND THE NORTH LINE OF SAID NUESTRA SENORA DEL REFUGIO RANCHO NORTH 89°48' EAST 3306.6 FEET TO THE PLACE OF BEGINNING.**

**Exhibit B**  
**Legal Description of the Easement Area**



**EXHIBIT B**  
**WILDLIFE CONSERVATION EASEMENT**  
**PORTION OF APN's: 081-150-026, 081-150-032, 081-100-005**  
**LEGAL DESCRIPTION**

**PARCEL A**

THAT PORTION OF RANCHO NUESTRA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA WITHIN PARCEL ONE AND PARCEL TWO OF GRANT DEED RECORDED JANUARY 31, 1991 AS INSTRUMENT NO. 91-005093 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

**COMMENCING** AT THE HPGN POST MILE 36.40 AS SHOWN IN RECORD OF SURVEY BOOK 149 PAGES 53 AND 54 AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA. THENCE N 72°48'02" W 18,243.53 FEET TO THE SOUTHEASTERLY CORNER OF A 130.42 ACRE LOT. THENCE ALONG THE EASTERLY BOUNDARY OF SAID 130.42 ACRE LOT N 02°56'12" W 1,562.39 FEET. THENCE CONTINUING N 03°22'12" W 399.96 FEET. THENCE CONTINUING N 10°20'12" W 99.02 FEET TO THE NORTHEAST CORNER OF SAID 130.42 ACRE LOT AND THE SOUTHEAST CORNER OF A 283.70 ACRE LOT AS SHOWN ON SAID RECORD OF SURVEY. THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY LINE OF SAID 283.70 ACRE LOT N 10°20'12" W 654.64 FEET. THENCE CONTINUING N 01°12'48" E 3,389.98 FEET TO THE NORTHEAST CORNER OF SAID 283.70 ACRE LOT AND THE NORTHERLY LINE OF THE RANCHO NUESTRA SENORA DEL REFUGIO AND THE **TRUE POINT OF BEGINNING**;

1. THENCE LEAVING SAID EASTERLY BOUNDARY LINE OF SAID 283.70 ACRE LOT N 88°43'12" W 1,665.67 FEET ALONG THE NORTHERLY LINE OF THE RANCHO NUESTRA SENORA DEL REFUGIO;
2. THENCE S 43°19'13" W 26.70 FEET;
3. THENCE S 08°29'34" E 42.17 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 175.22 FEET, AND A RADIAL BEARING OF N 63°12'57" E TO THE CENTER;
4. THENCE SOUTHEASTERLY 46.94 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°20'57";
5. THENCE S 57°31'14" E 46.23 FEET;
6. THENCE S 53°03'49" E 60.00 FEET;
7. THENCE S 40°22'08" E 59.64 FEET;
8. THENCE S 49°43'59" E 115.35 FEET;
9. THENCE S 57°22'59" E 51.82 FEET;

10. THENCE S 63°35'11" E 103.42 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 96.35 FEET, AND A RADIAL BEARING OF N 39°12'36" E TO THE CENTER;
11. THENCE SOUTHEASTERLY 71.47 FEET ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 42°30'07" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST WITH A RADIUS OF 304.64 FEET, AND A RADIAL BEARING OF S 08°08'11" W TO THE CENTER;
12. THENCE SOUTHWESTERLY 44.96 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 08°27'20";
13. THENCE S 71°36'02" E 172.67 FEET;
14. THENCE S 58°13'24" E 23.52 FEET;
15. THENCE N 78°29'46" E 46.18 FEET;
16. THENCE S 19°19'23" E 69.62 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 274.06 FEET, AND A RADIAL BEARING OF S 19°57'46" W TO THE CENTER;
17. THENCE SOUTHWESTERLY 111.45 FEET ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 23°18'02";
18. THENCE S 45°21'09" E 86.59 FEET;
19. THENCE S 48°41'29" E 104.33' FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 93.87 FEET, AND A RADIAL BEARING OF S 35°01'12" W TO THE CENTER;
20. THENCE SOUTHWESTERLY 142.60 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 87°02'29" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST WITH A RADIUS OF 501.38 FEET, AND RADIAL BEARING OF S 65°07'13" E TO THE CENTER;
21. THENCE SOUTHWESTERLY 161.06 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 18°24'21";
22. THENCE S 00°22'09" E 184.50' FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 326.19 FEET, AND A RADIAL BEARING OF N 88°16'20" W TO THE CENTER;
23. THENCE SOUTHWESTERLY 190.22 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 33°24'45";

24. THENCE S 43°22'20" W 75.27 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 194.44 FEET, AND A RADIAL BEARING OF S 58°57'36" E TO THE CENTER;
25. THENCE SOUTHEASTERLY 124.77 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 36°45'56" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST WITH A RADIUS OF 289.76 FEET AND A RADIAL BEARING OF S 89°38'56" W TO THE CENTER;
26. THENCE SOUTHWESTERLY 98.70 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 19°31'00" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST WITH A RADIUS OF 411.20 FEET, AND A RADIAL BEARING OF S 70°12'01" E TO THE CENTER;
27. THENCE SOUTHEASTERLY 99.60 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 13°52'41";
28. THENCE S 07°21'14" W 74.64 FEET;
29. THENCE S 13°54'56" W 122.24 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 341.95 FEET, AND A RADIAL BEARING OF S 77°03'54" E TO THE CENTER;
30. THENCE SOUTHEASTERLY 236.25 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 39°35'10";
31. THENCE S 33°21'52" E 169.74 FEET;
32. THENCE N 69°33'57" E 976.05 FEET;
33. THENCE N 89°23'34" E 144.59 FEET;
34. THENCE S 75°54'23" E 79.61 FEET;
35. THENCE S 71°49'53" E 362.92 FEET;
36. THENCE N 85°35'51" E 32.28 FEET;
37. THENCE S 76°11'11" E 103.67 FEET;
38. THENCE N 87°11'10" E 31.39 FEET;
39. THENCE N 78°40'36" E 27.39 FEET;
40. THENCE N 83°46'44" E 82.13 FEET;
41. THENCE S 82°47'39" E 130.28 FEET;

42. THENCE N 32°30'59" E 15.27 FEET;
43. THENCE N 14°25'21" W 145.05 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST WITH A RADIUS OF 223.00 FEET;
44. THENCE NORTHEASTERLY 193.79 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 49°47'24";
45. THENCE N 35°22'03" E 78.09 FEET;
46. THENCE N 10°48'34" E 48.51 FEET;
47. THENCE N 35°56'57" E 144.38 FEET;
48. THENCE N 02°48'41" E 57.75 FEET;
49. THENCE N 56°14'32" E 46.90 FEET;
50. THENCE N 26°34'10" E 19.62 FEET;
51. THENCE N 34°48'48" W 34.79 FEET;
52. THENCE N 25°53'54" W 26.55 FEET;
53. THENCE N 14°12'48" W 218.54 FEET;
54. THENCE N 49°20'54" W 36.46 FEET;
55. THENCE N 79°16'30" W 48.13 FEET;
56. THENCE N 61°17'02" W 20.60 FEET;
57. THENCE N 42°27'51" W 127.03 FEET, TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 387.60 FEET AND A RADIAL BEARING OF N 52°42'37" E TO THE CENTER;
58. THENCE NORTHEASTERLY 159.92 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 23°38'24" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE EAST WITH A RADIUS OF 295.09 FEET, AND A RADIAL BEARING OF N 88°28'29" E TO THE CENTER;
59. THENCE NORTHEASTERLY 114.06 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 22°08'44";
60. THENCE N 02°04'56" E 101.46 FEET;
61. THENCE N 18°26'19" E 142.54 FEET;

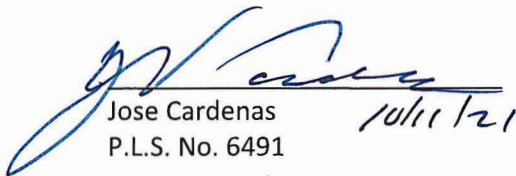
62. THENCE N 16°42'35" E 129.36 FEET;
63. THENCE N 24°55'14" E 284.19 FEET;
64. THENCE N 14°37'42" E 57.38 FEET;
65. THENCE N 08°57'51" E 73.65 FEET;
66. THENCE N 20°49'30" E 63.33 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 181.30 FEET AND A RADIAL BEARING OF N 71°50'37" W TO THE CENTER;
67. THENCE NORTHWESTERLY 100.69 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 31°49'10";
68. THENCE N 19°37'29" W 82.63 FEET;
69. THENCE N 30°58'54" W 259.58 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 157.65 FEET AND A RADIAL BEARING OF N 64°03'26" E TO THE CENTER;
70. THENCE NORTHEASTERLY 184.28 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 66°58'21";
71. THENCE N 42°35'07" E 43.82 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 329.96 FEET AND A RADIAL BEARING OF N 67°09'04" W TO THE CENTER;
72. THENCE NORTHWESTERLY 172.68 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 29°59'07" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST WITH A RADIUS OF 213.01 FEET AND A RADIAL BEARING OF N 71°58'34" E TO THE CENTER;
73. THENCE NORTHEASTERLY 118.37 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 31°50'25";
74. THENCE N 21°38'05" E 109.01 FEET;
75. THENCE N 09°45'11" W 74.47 FEET;
76. THENCE N 09°30'27" E 86.10 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 546.20 FEET AND A RADIAL BEARING OF N 86°35'30" W TO THE CENTER;
77. THENCE NORTHWESTERLY 214.93 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 22°32'45" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST WITH A RADIUS OF 128.76 FEET AND A RADIAL BEARING OF N 68°07'35" E TO THE CENTER;

78. THENCE NORTHEASTERLY 119.72 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 53°16'23";
79. THENCE N 31°26'17" E 50.42 FEET;
80. THENCE N 13°11'49" E 87.72 FEET;
81. THENCE N 11°05'54" W 67.05 FEET;
82. THENCE N 88°43'02" E 391.25 FEET TO THE WESTERLY BOUNDARY LINE OF SECTION 22;
83. THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SECTION 22 S 01°16'56" W 1,776.84 FEET TO THE SOUTHWEST CORNER OF SECTION 22 AND THE SOUTHEAST CORNER OF SECTION 21, ALSO BEING THE NORTHERLY LINE OF RANCHO NUESTRA SENORA DEL REFUGIO;
84. THENCE N 88°43'12" W 744.03 FEET ALONG THE NORTHERLY LINE OF RANCHO NUESTRA SENORA DEL REFUGIO TO THE **TRUE POINT OF BEGINNING**

END OF DESCRIPTION

The area of the above described is 4,780,607.33 square feet or 109.75 acres more or less.

THE BEARINGS USED HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 CCS 83., ZONE V. (1992 EPOCH) DISTANCES SHOWN ARE GRID DISTANCES, TO CONVERT GROUND DISTANCES TO GRID DISTANCES MULTIPLY BY 0.9999553.

  
Jose Cardenas  
P.L.S. No. 6491



**EXHIBIT B**

**WILDLIFE CONSERVATION EASEMENT**

~ COUNTY OF SANTA BARBARA ~

~ STATE OF CALIFORNIA ~

~AUGUST 2021~

**WATERS CARDENAS LAND SURVEYING, LLP**

JOSE V. CARDENAS & BARRY J. WATERS

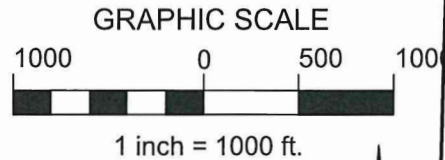
LICENSED LAND SURVEYORS

5553 HOLLISTER AVE.-STS. 7&8 - GOLETA, CALIFORNIA 93117

PHONE: (805) 967-4416

SCALE: 1" = 1000'

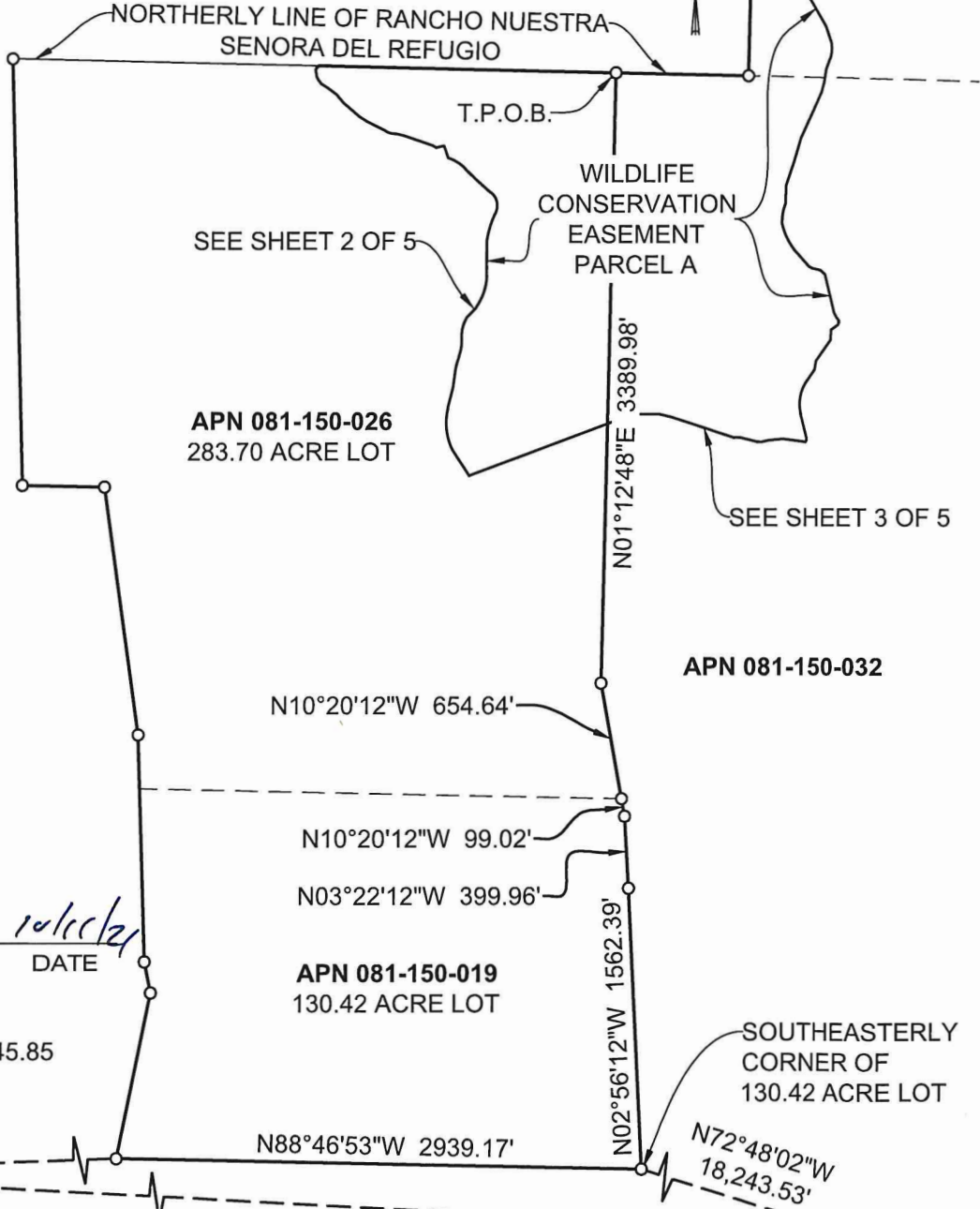
WC W.O. #21-0963



APN  
081-100-005

**SHEET INDEX**

- SHEET 1: OVERVIEW
- SHEET 2: DETAIL
- SHEET 3: DETAIL
- SHEET 4: LINE DATA
- SHEET 5: CURVE & RADIAL DATA



*Jose V. Cardenas*  
JOSE V. CARDENAS DATE

HPGN POST MILE 45.85

S88°06'55"W  
27,104.70'

N88°46'53"W 2939.17'

S84°30'17"E 47,675.38'  
BASIS OF BEARINGS  
PER R/S BK 149, PG 54

SOUTHEASTERLY  
CORNER OF  
130.42 ACRE LOT

N72°48'02"W  
18,243.53'

P.O.C.  
HPGN POST MILE 36.40

**NOTES:**

- T.P.O.B. TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/S RECORD OF SURVEY
- = FOUND HPGN STATION MONUMENT PER R/S BK 149, PG 54.
- = NO MONUMENT FOUND OR SET

SEE SHEETS 4 & 5 FOR  
LINE AND CURVE DATA

NORTHERLY LINE OF RANCHO NUESTRA  
SEÑORA DEL REFUGIO

T.P.O.B. & THE  
NORTHEASTERLY  
CORNER OF  
283.70 ACRE LOT

APN 081-150-026  
283.70 ACRE LOT

SEE SHEET 3 OF 5

APN 081-150-032

S01°12'48"W 3389.98'

**NOTES:**

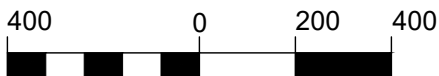
T.P.O.B. TRUE POINT OF BEGINNING

○ = NO MONUMENT FOUND OR SET UNLESS  
OTHERWISE NOTED.

◦ = NO MONUMENT FOUND OR SET ON EASEMENT.



GRAPHIC SCALE



1 inch = 400 ft.

**EXHIBIT B**  
**WILDLIFE CONSERVATION EASEMENT**  
~ COUNTY OF SANTA BARBARA ~  
~ STATE OF CALIFORNIA ~  
~ AUGUST 2021 ~

**WATERS CARDENAS LAND SURVEYING, LLP**

JOSE V. CARDENAS & BARRY J. WATERS

LICENSED LAND SURVEYORS

5553 HOLLISTER AVE.-STS. 7&8 - GOLETA, CALIFORNIA 93117

PHONE: (805) 967-4416

SCALE: 1" = 400'

WC W.O. #21-0963

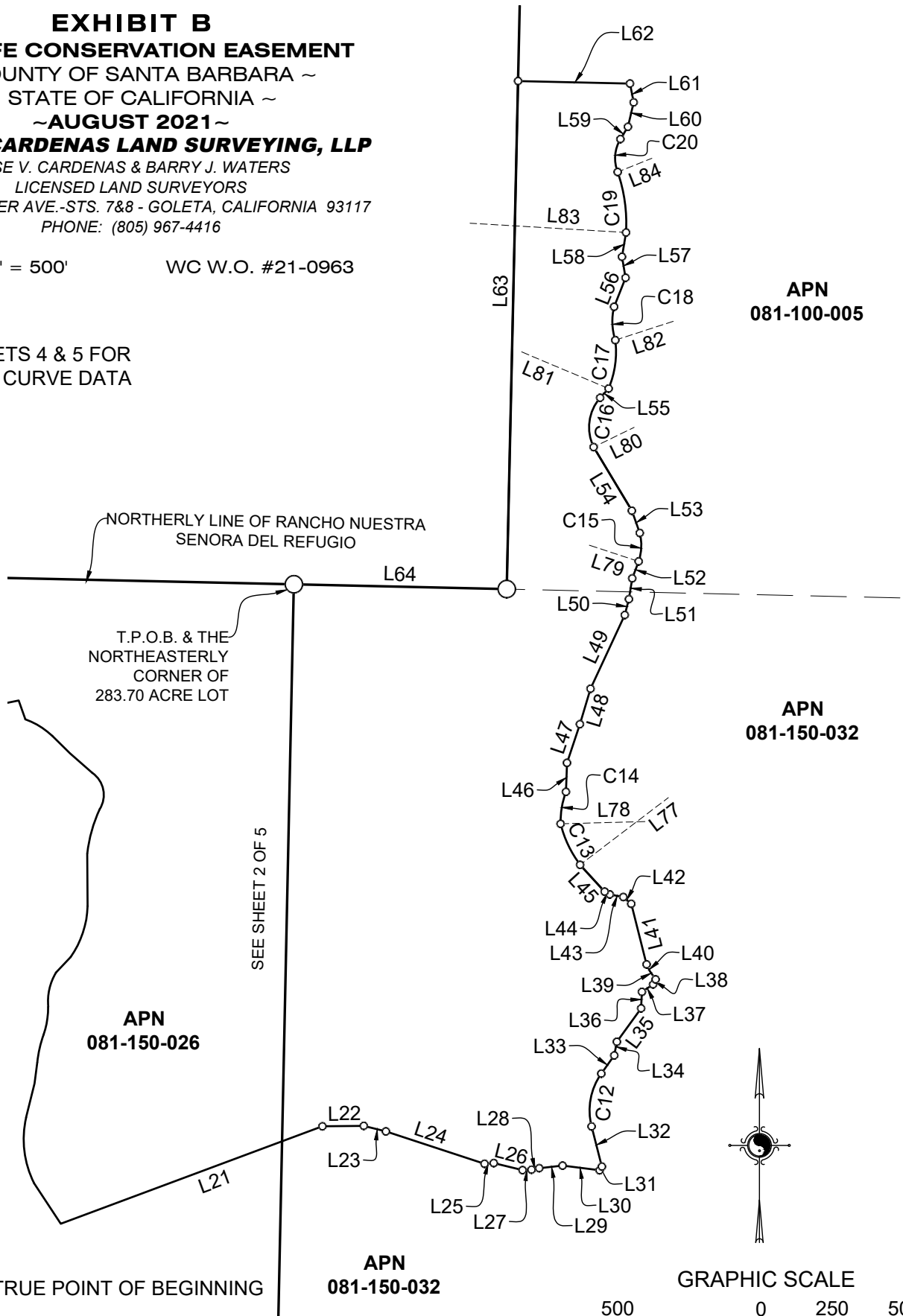


**EXHIBIT B**  
**WILDLIFE CONSERVATION EASEMENT**  
 ~ COUNTY OF SANTA BARBARA ~  
 ~ STATE OF CALIFORNIA ~  
 ~ AUGUST 2021 ~

**WATERS CARDENAS LAND SURVEYING, LLP**  
 JOSE V. CARDENAS & BARRY J. WATERS  
 LICENSED LAND SURVEYORS  
 5553 HOLLISTER AVE.-STS. 7&8 - GOLETA, CALIFORNIA 93117  
 PHONE: (805) 967-4416

SCALE: 1" = 500'      WC W.O. #21-0963

SEE SHEETS 4 & 5 FOR  
 LINE AND CURVE DATA



**NOTES:**

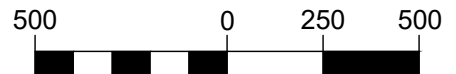
T.P.O.B.      TRUE POINT OF BEGINNING

○ = NO MONUMENT FOUND OR SET UNLESS OTHERWISE NOTED.

◦ = NO MONUMENT FOUND OR SET ON EASEMENT.

**APN**  
**081-150-032**

**GRAPHIC SCALE**



1 inch = 500 ft.

Easement Line Table			Easement Line Table			Easement Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	1665.67'	N88° 43' 12"W	L21	976.05'	N69° 33' 57"E	L41	218.54'	N14° 12' 48"W
L2	26.70'	S43° 19' 13"W	L22	144.59'	N89° 23' 34"E	L42	36.46'	N49° 20' 54"W
L3	42.17'	S08° 29' 34"E	L23	79.61'	S75° 54' 23"E	L43	48.13'	N79° 16' 30"W
L4	46.23'	S57° 31' 14"E	L24	362.92'	S71° 49' 53"E	L44	20.60'	N61° 17' 02"W
L5	60.00'	S53° 03' 49"E	L25	32.28'	N85° 35' 51"E	L45	127.03'	N42° 27' 51"W
L6	59.64'	S40° 22' 08"E	L26	103.67'	S76° 11' 11"E	L46	101.46'	N02° 04' 56"E
L7	115.35'	S49° 43' 59"E	L27	31.39'	N87° 11' 01"E	L47	142.54'	N18° 26' 19"E
L8	51.82'	S57° 22' 59"E	L28	27.39'	N78° 40' 36"E	L48	129.36'	N16° 42' 35"E
L9	103.42'	S63° 35' 11"E	L29	82.13'	N83° 46' 44"E	L49	284.19'	N24° 55' 14"E
L10	172.67'	S71° 36' 02"E	L30	130.28'	S82° 47' 39"E	L50	57.38'	N14° 37' 42"E
L11	23.52'	S58° 13' 24"E	L31	15.27'	N32° 30' 59"E	L51	73.65'	N08° 57' 51"E
L12	46.18'	N78° 29' 46"E	L32	145.05'	N14° 25' 21"W	L52	63.33'	N20° 49' 30"E
L13	69.62'	S19° 19' 23"E	L33	78.09'	N35° 22' 03"E	L53	82.63'	N19° 37' 29"W
L14	86.59'	S45° 21' 09"E	L34	48.51'	N10° 48' 34"E	L54	259.58'	N30° 58' 54"W
L15	104.33'	S48° 41' 29"E	L35	144.38'	N35° 56' 57"E	L55	43.82'	N42° 35' 07"E
L16	184.50'	S00° 22' 09"E	L36	57.75'	N02° 48' 41"E	L56	109.01'	N21° 38' 05"E
L17	75.27'	S43° 22' 20"W	L37	46.90'	N56° 14' 32"E	L57	74.47'	N09° 45' 11"W
L18	74.64'	S07° 21' 14"W	L38	19.62'	N26° 34' 10"E	L58	86.10'	N09° 30' 27"E
L19	122.24'	S13° 54' 56"W	L39	34.79'	N34° 48' 48"W	L59	50.42'	N31° 26' 17"E
L20	169.74'	S33° 21' 52"E	L40	26.55'	N25° 53' 54"W	L60	87.72'	N13° 11' 49"E

Easement Line Table		
Line #	Length	Direction
L61	67.05'	N11° 05' 54"W
L62	391.25'	N88° 43' 02"W
L63	1776.84'	N01° 16' 56"E
L64	744.03'	N88° 43' 12"W

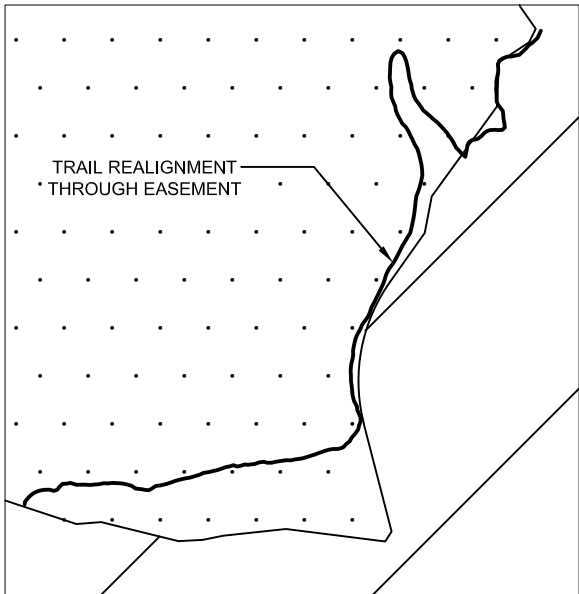
**EXHIBIT B**  
**WILDLIFE CONSERVATION EASEMENT**  
 ~ COUNTY OF SANTA BARBARA ~  
 ~ STATE OF CALIFORNIA ~  
 ~AUGUST 2021~  
**WATERS CARDENAS LAND SURVEYING, LLP**  
 JOSE V. CARDENAS & BARRY J. WATERS  
 LICENSED LAND SURVEYORS  
 5553 HOLLISTER AVE.-STS. 7&8 - GOLETA, CALIFORNIA 93117  
 PHONE: (805) 967-4416  
 SCALE: NO SCALE      WC W.O. #21-0963

Radial Line Table		
Line #	Length	Direction
L66	175.22'	N63° 12' 57"E
L67	96.35'	N39° 12' 36"E
L68	304.64'	S08° 08' 11"W
L69	274.06'	S19° 57' 46"W
L70	93.87'	S35° 01' 12"W
L71	501.38'	S65° 07' 13"E
L72	326.19'	N88° 16' 20"W
L73	194.44'	S58° 57' 36"E
L74	289.76'	S89° 38' 56"W
L75	411.20'	S70° 12' 01"E
L76	341.95'	S77° 03' 54"E
L77	387.60'	N52° 42' 37"E
L78	295.09'	N88° 28' 29"E
L79	181.30'	N71° 50' 37"W
L80	157.65'	N64° 03' 26"E
L81	329.96'	N67° 09' 04"W
L82	213.01'	N71° 58' 34"E
L83	546.20'	N86° 35' 30"W
L84	128.76'	N68° 07' 35"E

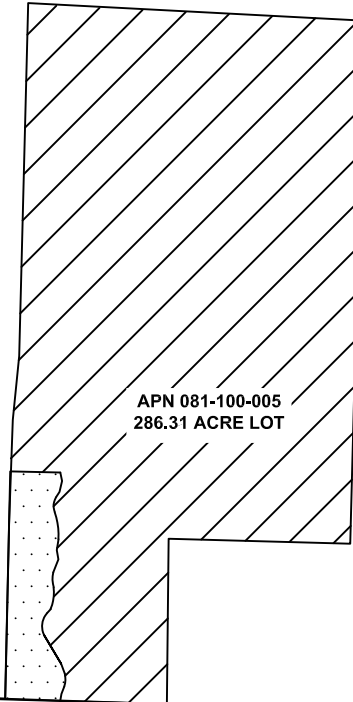
Curve Table			
Curve #	Length	Radius	Delta
C1	46.94'	175.22'	15°20'57"
C2	71.47'	96.35'	42°30'07"
C3	44.96'	304.64'	8°27'20"
C4	111.45'	274.06'	23°18'02"
C5	142.60'	93.87'	87°02'29"
C6	161.06'	501.38'	18°24'21"
C7	190.22'	326.19'	33°24'45"
C8	124.77'	194.44'	36°45'56"
C9	98.70'	289.76'	19°31'00"
C10	99.60'	411.20'	13°52'41"
C11	236.25'	341.95'	39°35'10"
C12	193.79'	223.00'	49°47'24"
C13	159.92'	387.60'	23°38'24"
C14	114.06'	295.09'	22°08'44"
C15	100.69'	181.30'	31°49'10"
C16	184.28'	157.65'	66°58'21"
C17	172.68'	329.96'	29°59'07"
C18	118.37'	213.01'	31°50'25"
C19	214.93'	546.20'	22°32'45"
C20	119.72'	128.76'	53°16'23"
C21	81.95'	102.44'	45°50'18"

**EXHIBIT B**  
**WILDLIFE CONSERVATION EASEMENT**  
 ~ COUNTY OF SANTA BARBARA ~  
 ~ STATE OF CALIFORNIA ~  
 ~AUGUST 2021~  
**WATERS CARDENAS LAND SURVEYING, LLP**  
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 PHONE: (805) 967-4416  
 SCALE: NO SCALE                      WC W.O. #21-0963

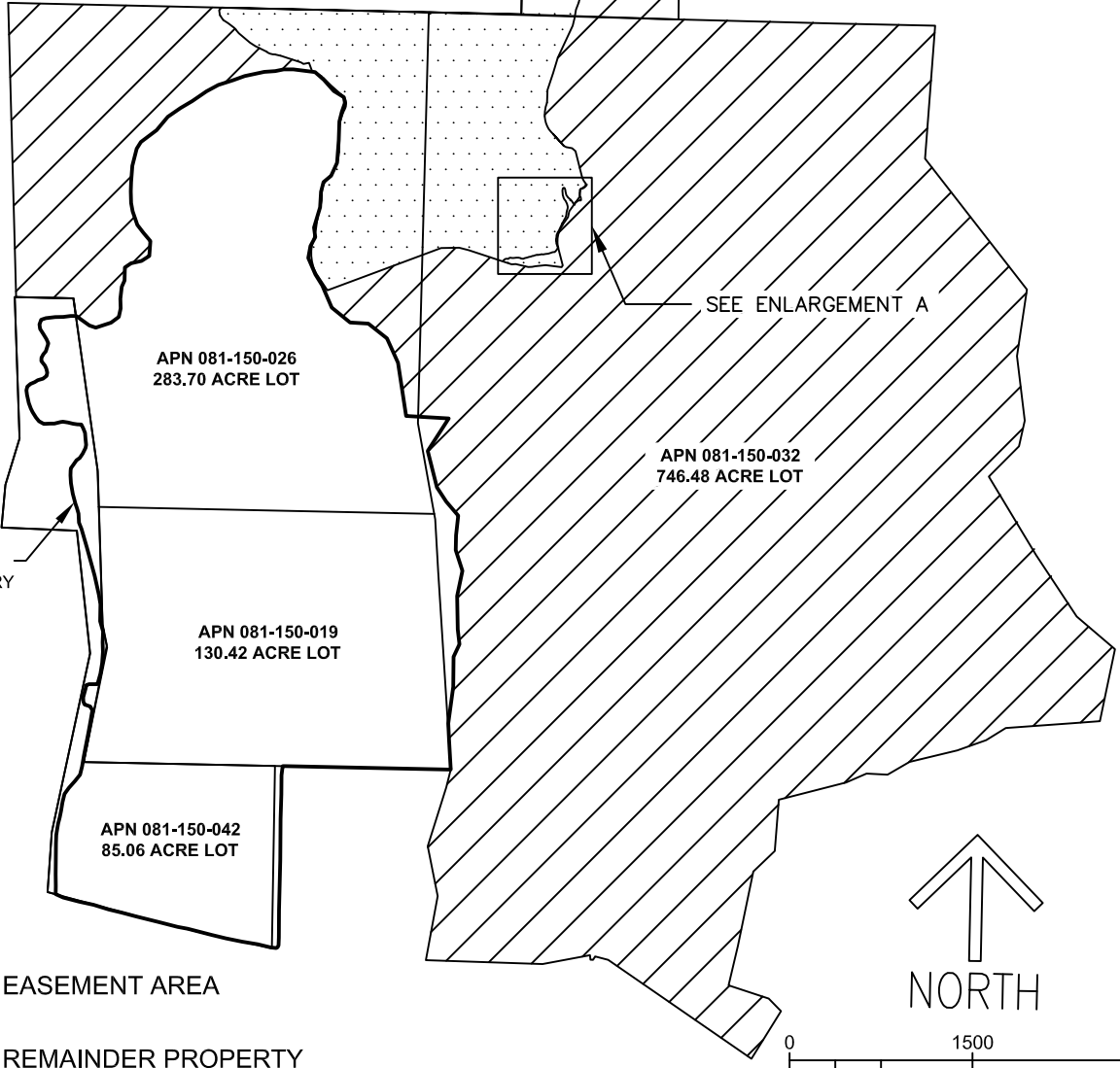
**Exhibit C**  
**Depiction of the Easement Area and Remainder Property**



ENLARGEMENT A - SCALE: 1" = 250'



APN 081-100-005  
286.31 ACRE LOT



TAJIGUAS LANDFILL  
OPERATIONAL AREA BOUNDARY

APN 081-150-026  
283.70 ACRE LOT

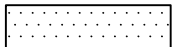
SEE ENLARGEMENT A

APN 081-150-032  
746.48 ACRE LOT

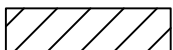
APN 081-150-019  
130.42 ACRE LOT

APN 081-150-042  
85.06 ACRE LOT

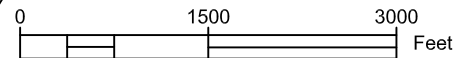
**LEGEND**



EASEMENT AREA



REMAINDER PROPERTY



DATE: MAY 4, 2022

**COUNTY OF SANTA BARBARA**  
**DEPARTMENT OF PUBLIC WORKS**  
RESOURCE RECOVERY & WASTE MANAGEMENT DIVISION

DRAWN BY:  
LG

SCALE:

CHECKED BY:  
JL

1" = 1500'

**EXHIBIT C**  
DEPICTION OF THE  
EASEMENT AREA AND  
REMAINDER PROPERTY

**Exhibit D**  
**Acknowledgment of Baseline Report**

Land Trust prepared a Baseline Report dated January 2023 to document and establish the present condition of the Easement Area. The Baseline Report contains an inventory of the Property's relevant features, conditions, improvements, and Conservation Values.

**County of Santa Barbara**, as Landowner, and **The Land Trust for Santa Barbara County**, as Land Trust, certify that each is familiar with the condition of the Easement Area and do acknowledge and certify, to each of the undersigned's actual knowledge, that the Baseline Report dated January 2023, and all of its inclusions, is an accurate representation of the condition of the Easement Area as of the Effective Date. Landowner and Land Trust each have received copies of the Baseline Report.

LANDOWNER:

**COUNTY OF SANTA BARBARA**

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

Name: Scott McGolpin,

Title: Director

Santa Barbara County Public Works

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

LAND TRUST:

**THE LAND TRUST FOR SANTA  
BARBARA COUNTY,**

a California nonprofit public benefit  
corporation

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

Name: Joseph R. Weiland

Title: President

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

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

Name: Ann Lippincott

Title: Secretary

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

**EXHIBIT B**  
**NOTICE OF TRANSFER FEE**

*[Attached.]*

RECORDING REQUESTED BY  
WHEN RECORDED RETURN TO  
AND MAIL TAX STATEMENTS TO:

THE LAND TRUST FOR SANTA  
BARBARA COUNTY  
Post Office Box 91830  
Santa Barbara, California 93190-1830  
Telephone: (805) 966-4520

**APNs: 081-150-026 (portion), 081-150-032  
(portion), 081-100-005 (portion)**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## **PAYMENT OF TRANSFER FEE REQUIRED**

### **A. Property Information:**

1. The legal description of the real property (the "Easement Area") subject to the transfer fee hereinafter described (the "Transfer Fee") is as set forth on Exhibit A, attached hereto and incorporated herein by this reference.

2. The assessor's parcel numbers (APNs) for the Easement Area are: **Santa Barbara County APNs 081-150-026 (portion), 081-150-032 (portion), and 081-100-005 (portion).**

3. The names of all current owners of the Easement Area, as of the date of execution hereof, are (collectively, "Landowner" or "Grantor"): **COUNTY OF SANTA BARBARA, a political subdivision of the State of California.**

**B. Payee:** the entity to which the Transfer Fee will be paid is: **THE LAND TRUST FOR SANTA BARBARA COUNTY**, a California nonprofit public benefit corporation ("Land Trust" or "Easement Holder" or "Transfer Fee Recipient").

**C. Purpose of Transfer Fee:** the Transfer Fee is to be paid:

1. As partial inducement for Land Trust's acceptance of that certain conservation easement recorded on \_\_\_\_\_, 2023, as instrument number \_\_\_\_\_ in the Official Records of the County Recorder of Santa Barbara County, State of California (the "Conservation Easement" or "Easement"); and

2. Pursuant to and in accordance with California Civil Code section 1098.6, to help defray all or part of Land Trust's or its successors' costs of monitoring and enforcing such Conservation Easement, which serves as a direct benefit to the Easement Area by ensuring the



perpetual protection of the Easement Area's Conservation Values (as defined in the Conservation Easement).

**D. The Transfer Fee:** In accordance with Article XII of the Conservation Easement, in the event that Landowner transfers the Easement Area to a third party in a non-exempt transfer, Landowner will pay the required transfer fee as follows: Landowner shall, at the time of transfer of the Easement Area (or any portion thereof) to any third party, pay to Land Trust or its successor-in-interest, a transfer fee (the "Transfer Fee") equal to the greater of (a) one percent (1%) of the fair market value of the Easement Area (or portion thereof) (provided that the value of the Easement Area is to be determined at the time of the transfer through an appraisal by a certified appraiser selected by Landowner, and approved by Land Trust, which appraisal shall value the Easement Area separate and apart from the Remainder Property (as defined in the Conservation Easement) and as being subject to the Conservation Easement) or (b) Forty Thousand Dollars (\$40,000), which amount shall be adjusted every five (5) years to reflect the percentage increase during the past five (5) years in the Consumer Price Index (CPI) – All Urban Consumers for the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area as published by the United States Department of Labor Bureau of Statistics Data or such successor area and/or agency; provided, however, that for purposes of the first transfer of the Easement Area in whole or in part from County of Santa Barbara to a new owner, the foregoing figure of \$40,000 shall be reduced to \$20,000 (but will nonetheless still subject to the 5-year CPI adjustment as set forth earlier in this sentence).

**Exemptions.** Any of the following transfers (each, an "Exempt Transfer"), subsequent to the conveyance of this Easement to Easement Holder, shall be exempt from the assessment of such Transfer Fee:

1. Any transfer to a "family member" of Landowner or its successor-in-interest (defined as a grandparent, parent, uncle, aunt, brother, or sister; lineal descendant of a brother, sister, uncle, or aunt; spouse; lineal descendant or adopted child (if the adoption occurs before the child reaches the age of majority) of Landowner or any member of Landowner or a combination thereof);
2. Any transfer by gift, donation, or bequest by Landowner or its successors in interest;
3. Any transfer into a revocable inter vivos trust for the benefit of the transferor, the transferor's heirs, successors, or assigns or from such trust to the original grantor thereof; or
4. A transfer of a security interest to a *bona fide* lender by the Landowner of the Easement Area (or any portion thereof) or a sale or transfer by such lender or trustee of any deed of trust pursuant to the power of sale provisions in any mortgage or deed of trust;
5. a lease, license, or easement for a total term, including any options to renew or extend, not exceeding thirty-five (35) years; or

6. any transfer that does not result in a “change of ownership” as defined in California Revenue and Taxation Code section 60 *et seq.*

E. **Expiration:** If applicable, the date or circumstances under which the Transfer Fee payment requirement expires is: N/A

F. **Notice and Payment:**

1. Any time Grantor proposes to transfer the Easement Area or any interest therein to any third party, Grantor shall notify Land Trust in writing prior to such transfer.

2. The contact information for such notice and for sending the fee is:

The Land Trust for Santa Barbara County  
Post Office Box 91830  
Santa Barbara, California 93190-1830  
Attn: Executive Director

G. **Non-Payment.** In the event of non-payment of the Transfer Fee, both the transferor and its successor-in-interest shall become jointly and severally liable therefor, and, in addition to the right to record and enforce a lien against the Easement Area as set forth in Section I below, Easement Holder shall have any right available at law or in equity to enforce this Transfer Fee provision, including the right to bring suit to recover the Transfer Fee, interest thereon at the rate of five percent (5%) per annum from the date due until the date paid plus its costs of suit, including reasonable attorneys’ fees.

H. **Transfer Fee is a Lien:** In the event of non-payment of the Transfer Fee in accordance with this section, Easement Holder shall have the right to record a lien against the Easement Area in the amount equal to the unpaid Transfer Fee plus any and all reasonable costs and reasonable attorney’s fees necessary to prepare and enforce the lien of the Transfer Fee. The lien shall be recorded in accordance with California Civil Code section 2872 *et seq.* The lien shall be subordinate to this Easement and any other prior liens, encumbrances, mortgages, and deeds of trust of record and any subsequent mortgages or deeds of trust. A copy of the lien shall be mailed via certified mail, return receipt requested, to the seller and the purchaser at the last known address of each upon recordation of the lien. After the expiration of ninety (90) days following the mailing of a copy of the lien, the lien may be enforced in any manner permitted by law, including without limitation a sale by the court or sale by the trustee designated by Easement Holder in the lien, in the sole exercise of Easement Holder’s discretion, in accordance with the provisions of section 2924 of the California Civil Code.

I. **Interpretation:** This Notice is intended to elaborate upon, not duplicate, the transfer fee described in the Conservation Easement. In the event of a conflict between this Notice and the Conservation Easement, the Conservation Easement shall govern.

J. **This Notice is given pursuant to California Civil Code section 1098.5.**

*[Signatures to follow on next pages.]*

In witness whereof, Transfer Fee Recipient has executed this Notice of Transfer Fee as of the date shown below.

**TRANSFER FEE RECIPIENT**

**THE LAND TRUST FOR SANTA BARBARA COUNTY,**  
a California nonprofit public benefit corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joseph R. Weiland, President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ann Lippincott, Secretary

*[Grantor signatures follow on next page.]*

In witness whereof, Grantor has executed this Notice of Transfer Fee as of the date shown below.

**ACKNOWLEDGED AND AGREED:**

**GRANTOR**

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

---

Das Williams, Chair, Board of Supervisors

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

**ACKNOWLEDGEMENT**

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 )  
 ) ss  
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.

\_\_\_\_\_  
Notary Public

(Seal)

**ACKNOWLEDGEMENT**

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 )  
 ) ss  
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.

\_\_\_\_\_  
Notary Public

(Seal)

**ACKNOWLEDGEMENT**

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,       ,    2023 before me, Sheila de la Guerra, a Deputy Clerk, personally appeared SUPERVISOR DAS WILLIAMS, CHAIR OF THE BOARD OF SUPERVISORS, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature   Sheila de la Guerra

(Seal)

California Civil Code section 1189



**Exhibit A**  
**Legal Description of Easement Area**

*[attached]*

**EXHIBIT A**  
**WILDLIFE CONSERVATION EASEMENT**  
**PORTION OF APN's: 081-150-026, 081-150-032, 081-100-005**  
**LEGAL DESCRIPTION**

**PARCEL A**

THAT PORTION OF RANCHO NUESTRA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA WITHIN PARCEL ONE AND PARCEL TWO OF GRANT DEED RECORDED JANUARY 31, 1991 AS INSTRUMENT NO. 91-005093 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

**COMMENCING** AT THE HPGN POST MILE 36.40 AS SHOWN IN RECORD OF SURVEY BOOK 149 PAGES 53 AND 54 AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA. THENCE N 72°48'02" W 18,243.53 FEET TO THE SOUTHEASTERLY CORNER OF A 130.42 ACRE LOT. THENCE ALONG THE EASTERLY BOUNDARY OF SAID 130.42 ACRE LOT N 02°56'12" W 1,562.39 FEET. THENCE CONTINUING N 03°22'12" W 399.96 FEET. THENCE CONTINUING N 10°20'12" W 99.02 FEET TO THE NORTHEAST CORNER OF SAID 130.42 ACRE LOT AND THE SOUTHEAST CORNER OF A 283.70 ACRE LOT AS SHOWN ON SAID RECORD OF SURVEY. THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY LINE OF SAID 283.70 ACRE LOT N 10°20'12" W 654.64 FEET. THENCE CONTINUING N 01°12'48" E 3,389.98 FEET TO THE NORTHEAST CORNER OF SAID 283.70 ACRE LOT AND THE NORTHERLY LINE OF THE RANCHO NUESTRA SENORA DEL REFUGIO AND THE **TRUE POINT OF BEGINNING**;

1. THENCE LEAVING SAID EASTERLY BOUNDARY LINE OF SAID 283.70 ACRE LOT N 88°43'12" W 1,665.67 FEET ALONG THE NORTHERLY LINE OF THE RANCHO NUESTRA SENORA DEL REFUGIO;
2. THENCE S 43°19'13" W 26.70 FEET;
3. THENCE S 08°29'34" E 42.17 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 175.22 FEET, AND A RADIAL BEARING OF N 63°12'57" E TO THE CENTER;
4. THENCE SOUTHEASTERLY 46.94 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°20'57";
5. THENCE S 57°31'14" E 46.23 FEET;
6. THENCE S 53°03'49" E 60.00 FEET;
7. THENCE S 40°22'08" E 59.64 FEET;
8. THENCE S 49°43'59" E 115.35 FEET;
9. THENCE S 57°22'59" E 51.82 FEET;

10. THENCE S 63°35'11" E 103.42 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 96.35 FEET, AND A RADIAL BEARING OF N 39°12'36" E TO THE CENTER;
11. THENCE SOUTHEASTERLY 71.47 FEET ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 42°30'07" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST WITH A RADIUS OF 304.64 FEET, AND A RADIAL BEARING OF S 08°08'11" W TO THE CENTER;
12. THENCE SOUTHWESTERLY 44.96 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 08°27'20";
13. THENCE S 71°36'02" E 172.67 FEET;
14. THENCE S 58°13'24" E 23.52 FEET;
15. THENCE N 78°29'46" E 46.18 FEET;
16. THENCE S 19°19'23" E 69.62 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 274.06 FEET, AND A RADIAL BEARING OF S 19°57'46" W TO THE CENTER;
17. THENCE SOUTHWESTERLY 111.45 FEET ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 23°18'02";
18. THENCE S 45°21'09" E 86.59 FEET;
19. THENCE S 48°41'29" E 104.33' FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 93.87 FEET, AND A RADIAL BEARING OF S 35°01'12" W TO THE CENTER;
20. THENCE SOUTHWESTERLY 142.60 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 87°02'29" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST WITH A RADIUS OF 501.38 FEET, AND RADIAL BEARING OF S 65°07'13" E TO THE CENTER;
21. THENCE SOUTHWESTERLY 161.06 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 18°24'21";
22. THENCE S 00°22'09" E 184.50' FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 326.19 FEET, AND A RADIAL BEARING OF N 88°16'20" W TO THE CENTER;
23. THENCE SOUTHWESTERLY 190.22 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 33°24'45";

24. THENCE S 43°22'20" W 75.27 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 194.44 FEET, AND A RADIAL BEARING OF S 58°57'36" E TO THE CENTER;
25. THENCE SOUTHEASTERLY 124.77 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 36°45'56" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST WITH A RADIUS OF 289.76 FEET AND A RADIAL BEARING OF S 89°38'56" W TO THE CENTER;
26. THENCE SOUTHWESTERLY 98.70 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 19°31'00" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST WITH A RADIUS OF 411.20 FEET, AND A RADIAL BEARING OF S 70°12'01" E TO THE CENTER;
27. THENCE SOUTHEASTERLY 99.60 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 13°52'41";
28. THENCE S 07°21'14" W 74.64 FEET;
29. THENCE S 13°54'56" W 122.24 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 341.95 FEET, AND A RADIAL BEARING OF S 77°03'54" E TO THE CENTER;
30. THENCE SOUTHEASTERLY 236.25 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 39°35'10";
31. THENCE S 33°21'52" E 169.74 FEET;
32. THENCE N 69°33'57" E 976.05 FEET;
33. THENCE N 89°23'34" E 144.59 FEET;
34. THENCE S 75°54'23" E 79.61 FEET;
35. THENCE S 71°49'53" E 362.92 FEET;
36. THENCE N 85°35'51" E 32.28 FEET;
37. THENCE S 76°11'11" E 103.67 FEET;
38. THENCE N 87°11'10" E 31.39 FEET;
39. THENCE N 78°40'36" E 27.39 FEET;
40. THENCE N 83°46'44" E 82.13 FEET;
41. THENCE S 82°47'39" E 130.28 FEET;

42. THENCE N 32°30'59" E 15.27 FEET;
43. THENCE N 14°25'21" W 145.05 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST WITH A RADIUS OF 223.00 FEET;
44. THENCE NORTHEASTERLY 193.79 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 49°47'24";
45. THENCE N 35°22'03" E 78.09 FEET;
46. THENCE N 10°48'34" E 48.51 FEET;
47. THENCE N 35°56'57" E 144.38 FEET;
48. THENCE N 02°48'41" E 57.75 FEET;
49. THENCE N 56°14'32" E 46.90 FEET;
50. THENCE N 26°34'10" E 19.62 FEET;
51. THENCE N 34°48'48" W 34.79 FEET;
52. THENCE N 25°53'54" W 26.55 FEET;
53. THENCE N 14°12'48" W 218.54 FEET;
54. THENCE N 49°20'54" W 36.46 FEET;
55. THENCE N 79°16'30" W 48.13 FEET;
56. THENCE N 61°17'02" W 20.60 FEET;
57. THENCE N 42°27'51" W 127.03 FEET, TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 387.60 FEET AND A RADIAL BEARING OF N 52°42'37" E TO THE CENTER;
58. THENCE NORTHEASTERLY 159.92 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 23°38'24" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE EAST WITH A RADIUS OF 295.09 FEET, AND A RADIAL BEARING OF N 88°28'29" E TO THE CENTER;
59. THENCE NORTHEASTERLY 114.06 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 22°08'44";
60. THENCE N 02°04'56" E 101.46 FEET;
61. THENCE N 18°26'19" E 142.54 FEET;

62. THENCE N 16°42'35" E 129.36 FEET;
63. THENCE N 24°55'14" E 284.19 FEET;
64. THENCE N 14°37'42" E 57.38 FEET;
65. THENCE N 08°57'51" E 73.65 FEET;
66. THENCE N 20°49'30" E 63.33 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 181.30 FEET AND A RADIAL BEARING OF N 71°50'37" W TO THE CENTER;
67. THENCE NORTHWESTERLY 100.69 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 31°49'10";
68. THENCE N 19°37'29" W 82.63 FEET;
69. THENCE N 30°58'54" W 259.58 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 157.65 FEET AND A RADIAL BEARING OF N 64°03'26" E TO THE CENTER;
70. THENCE NORTHEASTERLY 184.28 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 66°58'21";
71. THENCE N 42°35'07" E 43.82 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 329.96 FEET AND A RADIAL BEARING OF N 67°09'04" W TO THE CENTER;
72. THENCE NORTHWESTERLY 172.68 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 29°59'07" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST WITH A RADIUS OF 213.01 FEET AND A RADIAL BEARING OF N 71°58'34" E TO THE CENTER;
73. THENCE NORTHEASTERLY 118.37 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 31°50'25";
74. THENCE N 21°38'05" E 109.01 FEET;
75. THENCE N 09°45'11" W 74.47 FEET;
76. THENCE N 09°30'27" E 86.10 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 546.20 FEET AND A RADIAL BEARING OF N 86°35'30" W TO THE CENTER;
77. THENCE NORTHWESTERLY 214.93 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 22°32'45" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST WITH A RADIUS OF 128.76 FEET AND A RADIAL BEARING OF N 68°07'35" E TO THE CENTER;

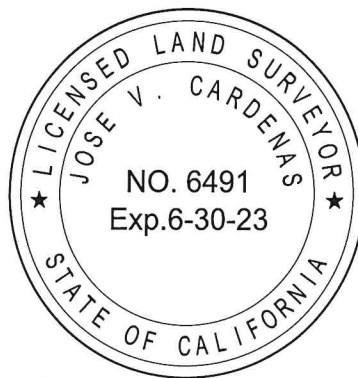
78. THENCE NORTHEASTERLY 119.72 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 53°16'23";
79. THENCE N 31°26'17" E 50.42 FEET;
80. THENCE N 13°11'49" E 87.72 FEET;
81. THENCE N 11°05'54" W 67.05 FEET;
82. THENCE N 88°43'02" E 391.25 FEET TO THE WESTERLY BOUNDARY LINE OF SECTION 22;
83. THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SECTION 22 S 01°16'56" W 1,776.84 FEET TO THE SOUTHWEST CORNER OF SECTION 22 AND THE SOUTHEAST CORNER OF SECTION 21, ALSO BEING THE NORTHERLY LINE OF RANCHO NUESTRA SENORA DEL REFUGIO;
84. THENCE N 88°43'12" W 744.03 FEET ALONG THE NORTHERLY LINE OF RANCHO NUESTRA SENORA DEL REFUGIO TO THE **TRUE POINT OF BEGINNING**

END OF DESCRIPTION

The area of the above described is 4,780,607.33 square feet or 109.75 acres more or less.

THE BEARINGS USED HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 CCS 83., ZONE V. (1992 EPOCH) DISTANCES SHOWN ARE GRID DISTANCES, TO CONVERT GROUND DISTANCES TO GRID DISTANCES MULTIPLY BY 0.9999553.

  
 Jose Cardenas  
 P.L.S. No. 6491



**EXHIBIT B**

**WILDLIFE CONSERVATION EASEMENT**

~ COUNTY OF SANTA BARBARA ~

~ STATE OF CALIFORNIA ~

~AUGUST 2021~

**WATERS CARDENAS LAND SURVEYING, LLP**

JOSE V. CARDENAS & BARRY J. WATERS

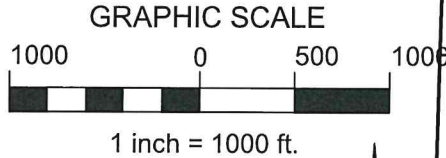
LICENSED LAND SURVEYORS

5553 HOLLISTER AVE.-STS. 7&8 - GOLETA, CALIFORNIA 93117

PHONE: (805) 967-4416

SCALE: 1" = 1000'

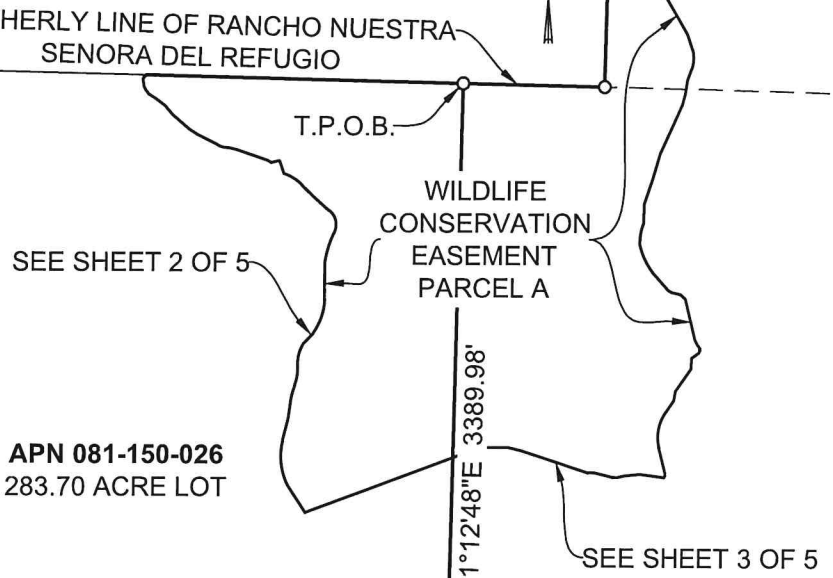
WC W.O. #21-0963



APN  
081-100-005

**SHEET INDEX**

- SHEET 1: OVERVIEW
- SHEET 2: DETAIL
- SHEET 3: DETAIL
- SHEET 4: LINE DATA
- SHEET 5: CURVE & RADIAL DATA



*Jose V. Cardenas*  
JOSE V. CARDENAS      DATE

N10°20'12"W 654.64'  
N10°20'12"W 99.02'  
N03°22'12"W 399.96'

APN 081-150-019  
130.42 ACRE LOT

HPGN POST MILE 45.85  
S88°06'55"W  
27,104.70'

N88°46'53"W 2939.17'

N02°56'12"W 1562.39'  
SOUTHEASTERLY CORNER OF 130.42 ACRE LOT  
N72°48'02"W  
18,243.53'

S84°30'17"E 47,675.38'  
BASIS OF BEARINGS  
PER R/S BK 149, PG 54

P.O.C.  
HPGN POST MILE 36.40

**NOTES:**

- T.P.O.B. TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/S RECORD OF SURVEY
- = FOUND HPGN STATION MONUMENT PER R/S BK 149, PG 54.
- = NO MONUMENT FOUND OR SET



SEE SHEETS 4 & 5 FOR  
LINE AND CURVE DATA

NORTHERLY LINE OF RANCHO NUESTRA  
SEÑORA DEL REFUGIO

T.P.O.B. & THE  
NORTHEASTERLY  
CORNER OF  
283.70 ACRE LOT

APN 081-150-026  
283.70 ACRE LOT

SEE SHEET 3 OF 5

APN 081-150-032

S01°12'48"W 3389.98'

**NOTES:**

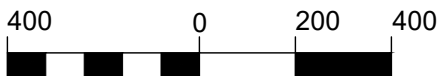
T.P.O.B. TRUE POINT OF BEGINNING

○ = NO MONUMENT FOUND OR SET UNLESS  
OTHERWISE NOTED.

◦ = NO MONUMENT FOUND OR SET ON EASEMENT.



GRAPHIC SCALE



1 inch = 400 ft.

**EXHIBIT B**  
**WILDLIFE CONSERVATION EASEMENT**  
~ COUNTY OF SANTA BARBARA ~  
~ STATE OF CALIFORNIA ~  
~ AUGUST 2021 ~

**WATERS CARDENAS LAND SURVEYING, LLP**

JOSE V. CARDENAS & BARRY J. WATERS

LICENSED LAND SURVEYORS

5553 HOLLISTER AVE.-STS. 7&8 - GOLETA, CALIFORNIA 93117

PHONE: (805) 967-4416

SCALE: 1" = 400'

WC W.O. #21-0963

**EXHIBIT B**

**WILDLIFE CONSERVATION EASEMENT**

~ COUNTY OF SANTA BARBARA ~

~ STATE OF CALIFORNIA ~

~ AUGUST 2021 ~

**WATERS CARDENAS LAND SURVEYING, LLP**

JOSE V. CARDENAS & BARRY J. WATERS

LICENSED LAND SURVEYORS

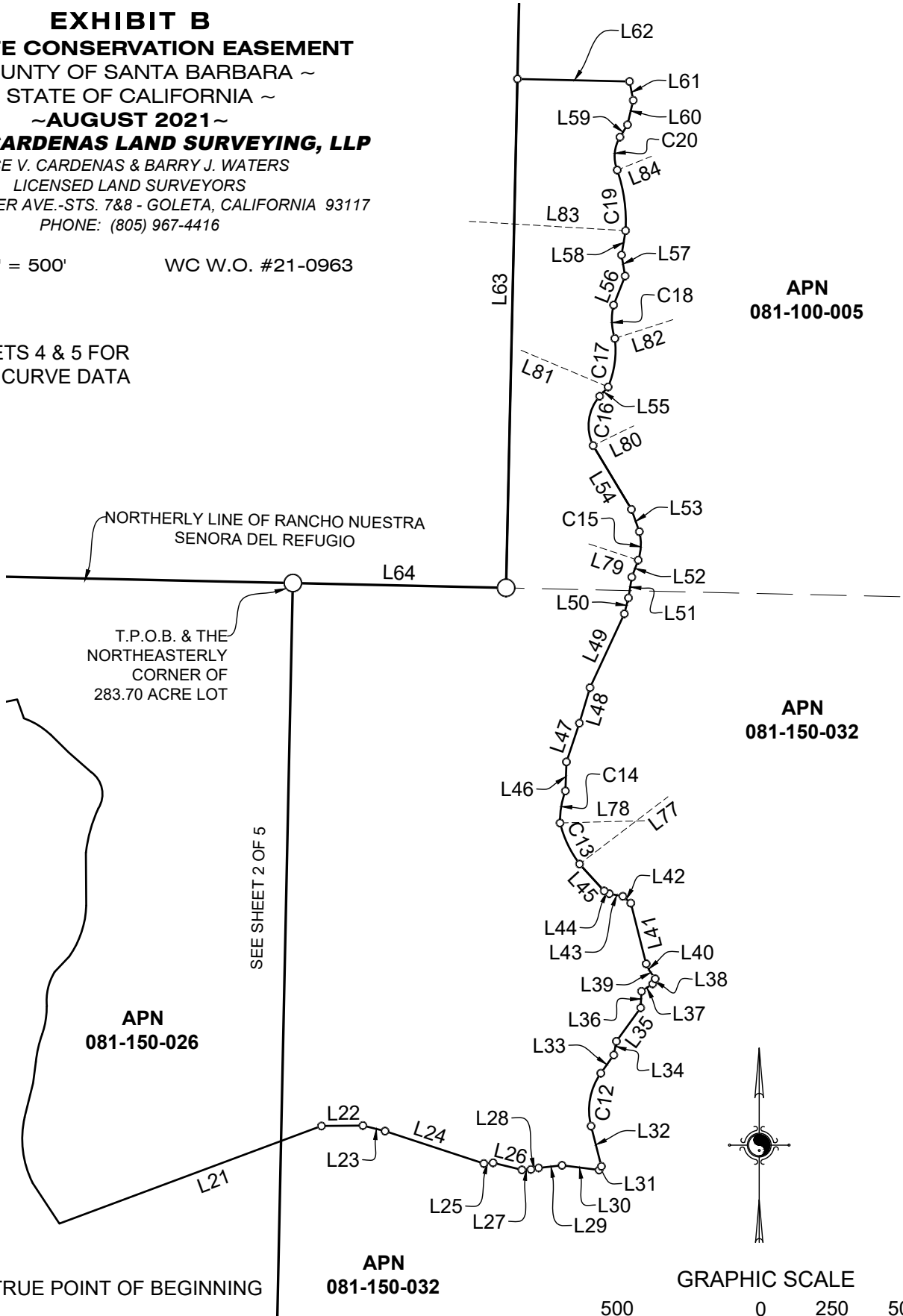
5553 HOLLISTER AVE.-STS. 7&8 - GOLETA, CALIFORNIA 93117

PHONE: (805) 967-4416

SCALE: 1" = 500'

WC W.O. #21-0963

SEE SHEETS 4 & 5 FOR  
LINE AND CURVE DATA



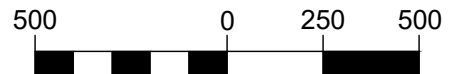
**NOTES:**

T.P.O.B. TRUE POINT OF BEGINNING

○ = NO MONUMENT FOUND OR SET UNLESS OTHERWISE NOTED.

◦ = NO MONUMENT FOUND OR SET ON EASEMENT.

GRAPHIC SCALE



1 inch = 500 ft.

Easement Line Table			Easement Line Table			Easement Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	1665.67'	N88° 43' 12"W	L21	976.05'	N69° 33' 57"E	L41	218.54'	N14° 12' 48"W
L2	26.70'	S43° 19' 13"W	L22	144.59'	N89° 23' 34"E	L42	36.46'	N49° 20' 54"W
L3	42.17'	S08° 29' 34"E	L23	79.61'	S75° 54' 23"E	L43	48.13'	N79° 16' 30"W
L4	46.23'	S57° 31' 14"E	L24	362.92'	S71° 49' 53"E	L44	20.60'	N61° 17' 02"W
L5	60.00'	S53° 03' 49"E	L25	32.28'	N85° 35' 51"E	L45	127.03'	N42° 27' 51"W
L6	59.64'	S40° 22' 08"E	L26	103.67'	S76° 11' 11"E	L46	101.46'	N02° 04' 56"E
L7	115.35'	S49° 43' 59"E	L27	31.39'	N87° 11' 01"E	L47	142.54'	N18° 26' 19"E
L8	51.82'	S57° 22' 59"E	L28	27.39'	N78° 40' 36"E	L48	129.36'	N16° 42' 35"E
L9	103.42'	S63° 35' 11"E	L29	82.13'	N83° 46' 44"E	L49	284.19'	N24° 55' 14"E
L10	172.67'	S71° 36' 02"E	L30	130.28'	S82° 47' 39"E	L50	57.38'	N14° 37' 42"E
L11	23.52'	S58° 13' 24"E	L31	15.27'	N32° 30' 59"E	L51	73.65'	N08° 57' 51"E
L12	46.18'	N78° 29' 46"E	L32	145.05'	N14° 25' 21"W	L52	63.33'	N20° 49' 30"E
L13	69.62'	S19° 19' 23"E	L33	78.09'	N35° 22' 03"E	L53	82.63'	N19° 37' 29"W
L14	86.59'	S45° 21' 09"E	L34	48.51'	N10° 48' 34"E	L54	259.58'	N30° 58' 54"W
L15	104.33'	S48° 41' 29"E	L35	144.38'	N35° 56' 57"E	L55	43.82'	N42° 35' 07"E
L16	184.50'	S00° 22' 09"E	L36	57.75'	N02° 48' 41"E	L56	109.01'	N21° 38' 05"E
L17	75.27'	S43° 22' 20"W	L37	46.90'	N56° 14' 32"E	L57	74.47'	N09° 45' 11"W
L18	74.64'	S07° 21' 14"W	L38	19.62'	N26° 34' 10"E	L58	86.10'	N09° 30' 27"E
L19	122.24'	S13° 54' 56"W	L39	34.79'	N34° 48' 48"W	L59	50.42'	N31° 26' 17"E
L20	169.74'	S33° 21' 52"E	L40	26.55'	N25° 53' 54"W	L60	87.72'	N13° 11' 49"E

Easement Line Table		
Line #	Length	Direction
L61	67.05'	N11° 05' 54"W
L62	391.25'	N88° 43' 02"W
L63	1776.84'	N01° 16' 56"E
L64	744.03'	N88° 43' 12"W

**EXHIBIT B**  
**WILDLIFE CONSERVATION EASEMENT**  
 ~ COUNTY OF SANTA BARBARA ~  
 ~ STATE OF CALIFORNIA ~  
 ~AUGUST 2021~  
**WATERS CARDENAS LAND SURVEYING, LLP**  
 JOSE V. CARDENAS & BARRY J. WATERS  
 LICENSED LAND SURVEYORS  
 5553 HOLLISTER AVE.-STS. 7&8 - GOLETA, CALIFORNIA 93117  
 PHONE: (805) 967-4416  
 SCALE: NO SCALE      WC W.O. #21-0963

Radial Line Table		
Line #	Length	Direction
L66	175.22'	N63° 12' 57"E
L67	96.35'	N39° 12' 36"E
L68	304.64'	S08° 08' 11"W
L69	274.06'	S19° 57' 46"W
L70	93.87'	S35° 01' 12"W
L71	501.38'	S65° 07' 13"E
L72	326.19'	N88° 16' 20"W
L73	194.44'	S58° 57' 36"E
L74	289.76'	S89° 38' 56"W
L75	411.20'	S70° 12' 01"E
L76	341.95'	S77° 03' 54"E
L77	387.60'	N52° 42' 37"E
L78	295.09'	N88° 28' 29"E
L79	181.30'	N71° 50' 37"W
L80	157.65'	N64° 03' 26"E
L81	329.96'	N67° 09' 04"W
L82	213.01'	N71° 58' 34"E
L83	546.20'	N86° 35' 30"W
L84	128.76'	N68° 07' 35"E

Curve Table			
Curve #	Length	Radius	Delta
C1	46.94'	175.22'	15°20'57"
C2	71.47'	96.35'	42°30'07"
C3	44.96'	304.64'	8°27'20"
C4	111.45'	274.06'	23°18'02"
C5	142.60'	93.87'	87°02'29"
C6	161.06'	501.38'	18°24'21"
C7	190.22'	326.19'	33°24'45"
C8	124.77'	194.44'	36°45'56"
C9	98.70'	289.76'	19°31'00"
C10	99.60'	411.20'	13°52'41"
C11	236.25'	341.95'	39°35'10"
C12	193.79'	223.00'	49°47'24"
C13	159.92'	387.60'	23°38'24"
C14	114.06'	295.09'	22°08'44"
C15	100.69'	181.30'	31°49'10"
C16	184.28'	157.65'	66°58'21"
C17	172.68'	329.96'	29°59'07"
C18	118.37'	213.01'	31°50'25"
C19	214.93'	546.20'	22°32'45"
C20	119.72'	128.76'	53°16'23"
C21	81.95'	102.44'	45°50'18"

**EXHIBIT B**  
**WILDLIFE CONSERVATION EASEMENT**  
 ~ COUNTY OF SANTA BARBARA ~  
 ~ STATE OF CALIFORNIA ~  
 ~AUGUST 2021~  
**WATERS CARDENAS LAND SURVEYING, LLP**  
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 PHONE: (805) 967-4416  
 SCALE: NO SCALE                      WC W.O. #21-0963

**EXHIBIT C  
TITLE POLICY**

*[Attached.]*



# OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

## *First American Title Insurance Company*

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.**

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental

police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

### *First American Title Insurance Company*

Kenneth D. DeGiorgio, President

Lisa W. Comehl, Secretary

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### **9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.



- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

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## ***POLICY OF TITLE INSURANCE***



## SCHEDULE A

### *First American Title Insurance Company*

Name and Address of Title Insurance Company:

First American Title Insurance Company

1 First American Way

Santa Ana, CA 92707

File No.: **4205-6681918**

Policy No.: **6681918**

Address Reference: 14740 Calle Real and 14550 Highway, 101, Goleta, CA 93117

Amount of Insurance: \$250,000.00

Premium: \$948.00

Date of Policy: TBD, 2022 at TBD

1. Name of Insured:

the LAND TRUST FOR SANTA BARBARA COUNTY, a California nonprofit public benefit corporation

2. The estate or interest in the Land that is insured by this policy is:

A Conservation Easement as defined and created in that certain "Deed of Conservation Easement" recorded \_\_\_\_\_, as Instrument No. \_\_\_\_\_, of Official Records of Santa Barbara County, over property described herein

3. Title is vested in:

the LAND TRUST FOR SANTA BARBARA COUNTY, a California nonprofit public benefit corporation

4. The Land referred to in this policy is described as follows:

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

THAT PORTION OF RANCHO NUESTRA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA WITHIN PARCEL ONE AND PARCEL TWO OF GRANT DEED RECORDED JANUARY 31, 1991 AS INSTRUMENT NO. 91-005093 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

COMMENCING AT THE HPGN POST MILE 36.40 AS SHOWN IN RECORD OF SURVEY BOOK 149 PAGES 53 AND 54 AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA. THENCE N 72° 48' 02" W 18,243.53 FEET TO THE SOUTHEASTERLY CORNER OF A 130.42 ACRE LOT. THENCE ALONG THE EASTERLY BOUNDARY OF SAID 130.42 ACRE LOT N 02° 56' 12" W 1,562.39 FEET. THENCE CONTINUING N 03° 22' 12" W 399.96 FEET. THENCE CONTINUING N 10° 20' 12" W 99.02 FEET TO THE NORTHEAST CORNER OF SAID 130.42 ACRE LOT AND THE SOUTHEAST CORNER OF A 283.70 ACRE LOT AS SHOWN ON SAID RECORD OF SURVEY. THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY LINE OF SAID 283.70 ACRE LOT N 10° 20' 12" W 654.64 FEET. THENCE CONTINUING N 01° 12' 48" E 3,389.98 FEET TO THE NORTHEAST CORNER OF SAID 283.70 ACRE LOT AND THE NORTHERLY LINE OF THE RANCHO NUESTRA SENORA DEL REFUGIO AND THE TRUE POINT OF BEGINNING;

1. THENCE LEAVING SAID EASTERLY BOUNDARY LINE OF SAID 283.70 ACRE LOT N 88° 43' 12" W 1,665.67 FEET ALONG THE NORTHERLY LINE OF THE RANCHO NUESTRA SENORA DEL REFUGIO;

2. THENCE S 43° 19' 13" W 26.70 FEET;

3. THENCE S 08° 29' 34" E 42.17 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 175.22 FEET, AND A RADIAL BEARING OF N 63° 12' 57" E TO THE CENTER;
4. THENCE SOUTHEASTERLY 46.94 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 20' 57";
5. THENCE S 57° 31' 14" E 46.23 FEET;
6. THENCE S 53° 03' 49" E 60.00 FEET;
7. THENCE S 40° 22' 08" E 59.64 FEET;
8. THENCE S 49° 43' 59" E 115.35 FEET;
9. THENCE S 57° 22' 59" E 51.82 FEET;
10. THENCE S 63° 35' 11" E 103.42 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 96.35 FEET, AND A RADIAL BEARING OF N 39° 12' 36" E TO THE CENTER;
11. THENCE SOUTHEASTERLY 71.47 FEET ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 42° 30' 07" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST WITH A RADIUS OF 304.64 FEET, AND A RADIAL BEARING OF S 08° 08' 11" W TO THE CENTER;
12. THENCE SOUTHWESTERLY 44.96 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 08° 27' 20";
13. THENCE S 71° 36' 02" E 172.67 FEET;
14. THENCE S 58° 13' 24" E 23.52 FEET;
15. THENCE N 78° 29' 46" E 46.18 FEET;
16. THENCE S 19° 19' 23" E 69.62 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 274.06 FEET, AND A RADIAL BEARING OF S 19° 57' 46" W TO THE CENTER;
17. THENCE SOUTHWESTERLY 111.45 FEET ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 23° 18' 02";
18. THENCE S 45° 21' 09" E 86.59 FEET;
19. THENCE S 48° 41' 29" E 104.33' FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 93.87 FEET, AND A RADIAL BEARING OF S 35° 01' 12" W TO THE CENTER;
20. THENCE SOUTHWESTERLY 142.60 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 87° 02' 29" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST WITH A RADIUS OF 501.38 FEET, AND RADIAL BEARING OF S 65° 07' 13" E TO THE CENTER;
21. THENCE SOUTHWESTERLY 161.06 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 18° 24' 21";
22. THENCE S 00° 22' 09" E 184.50' FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 326.19 FEET, AND A RADIAL BEARING OF N 88° 16' 20" W TO THE CENTER;

23. THENCE SOUTHWESTERLY 190.22 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 33° 24' 45";

24. THENCE S 43° 22' 20" W 75.27 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 194.44 FEET, AND A RADIAL BEARING OF S 58° 57' 36" E TO THE CENTER;

25. THENCE SOUTHEASTERLY 124.77 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 36° 45' 56" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST WITH A RADIUS OF 289.76 FEET AND A RADIAL BEARING OF S 89° 38' 56" W TO THE CENTER;

26. THENCE SOUTHWESTERLY 98.70 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 19° 31' 00" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST WITH A RADIUS OF 411.20 FEET, AND A RADIAL BEARING OF S 70° 12' 01" E TO THE CENTER;

27. THENCE SOUTHEASTERLY 99.60 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 13° 52' 41";

28. THENCE S 07° 21' 14" W 74.64 FEET;

29. THENCE S 13° 54' 56" W 122.24 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 341.95 FEET, AND A RADIAL BEARING OF S 77° 03' 54" E TO THE CENTER;

30. THENCE SOUTHEASTERLY 236.25 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 39° 35' 10";

31. THENCE S 33° 21' 52" E 169.74 FEET;

32. THENCE N 69° 33' 57" E 976.05 FEET;

33. THENCE N 89° 23' 34" E 144.59 FEET;

34. THENCE S 75° 54' 23" E 79.61 FEET;

35. THENCE S 71° 49' 53" E 362.92 FEET;

36. THENCE N 85° 35' 51" E 32.28 FEET;

37. THENCE S 76° 11' 11" E 103.67 FEET;

38. THENCE N 87° 11' 10" E 31.39 FEET;

39. THENCE N 78° 40' 36" E 27.39 FEET;

40. THENCE N 83° 46' 44" E 82.13 FEET;

41. THENCE S 82° 47' 39" E 130.28 FEET;

42. THENCE N 32° 30' 59" E 15.27 FEET;

43. THENCE N 14° 25' 21" W 145.05 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST WITH A RADIUS OF 223.00 FEET;

44. THENCE NORTHEASTERLY 193.79 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 49° 47' 24";

45. THENCE N 35° 22' 03" E 78.09 FEET;
46. THENCE N 10° 48' 34" E 48.51 FEET;
47. THENCE N 35° 56' 57" E 144.38 FEET;
48. THENCE N 02° 48' 41" E 57.75 FEET;
49. THENCE N 56° 14' 32" E 46.90 FEET;
50. THENCE N 26° 34' 10" E 19.62 FEET;
51. THENCE N 34° 48' 48" W 34.79 FEET;
52. THENCE N 25° 53' 54" W 26.55 FEET;
53. THENCE N 14° 12' 48" W 218.54 FEET;
54. THENCE N 49° 20' 54" W 36.46 FEET;
55. THENCE N 79° 16' 30" W 48.13 FEET;
56. THENCE N 61° 17' 02" W 20.60 FEET;
57. THENCE N 42° 27' 51" W 127.03 FEET, TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 387.60 FEET AND A RADIAL BEARING OF N 52° 42' 37" E TO THE CENTER;
58. THENCE NORTHEASTERLY 159.92 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 23° 38' 24" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE EAST WITH A RADIUS OF 295.09 FEET, AND A RADIAL BEARING OF N 88° 28' 29" E TO THE CENTER;
59. THENCE NORTHEASTERLY 114.06 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 22° 08' 44";
60. THENCE N 02° 04' 56" E 101.46 FEET;
61. THENCE N 18° 26' 19" E 142.54 FEET;
62. THENCE N 16° 42' 35" E 129.36 FEET;
63. THENCE N 24° 55' 14" E 284.19 FEET;
64. THENCE N 14° 37' 42" E 57.38 FEET;
65. THENCE N 08° 57' 51" E 73.65 FEET;
66. THENCE N 20° 49' 30" E 63.33 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 181.30 FEET AND A RADIAL BEARING OF N 71° 50' 37" W TO THE CENTER;
67. THENCE NORTHWESTERLY 100.69 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 31° 49' 10";
68. THENCE N 19° 37' 29" W 82.63 FEET;
69. THENCE N 30° 58' 54" W 259.58 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 157.65 FEET AND A RADIAL BEARING OF N 64° 03'

26" E TO THE CENTER;

70. THENCE NORTHEASTERLY 184.28 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 66° 58' 21";

71. THENCE N 42° 35' 07" E 43.82 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 329.96 FEET AND A RADIAL BEARING OF N 67° 09' 04" W TO THE CENTER;

72. THENCE NORTHWESTERLY 172.68 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 29° 59' 07" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST WITH A RADIUS OF 213.01 FEET AND A RADIAL BEARING OF N 71° 58' 34" E TO THE CENTER;

73. THENCE NORTHEASTERLY 118.37 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 31° 50' 25";

74. THENCE N 21° 38' 05" E 109.01 FEET;

75. THENCE N 09° 45' 11" W 74.47 FEET;

76. THENCE N 09° 30' 27" E 86.10 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 546.20 FEET AND A RADIAL BEARING OF N 86° 35' 30" W TO THE CENTER;

77. THENCE NORTHWESTERLY 214.93 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 22° 32' 45" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST WITH A RADIUS OF 128.76 FEET AND A RADIAL BEARING OF N 68° 07' 35" E TO THE CENTER;

78. THENCE NORTHEASTERLY 119.72 FEET ALONG THE ARC THROUGH A CENTRAL ANGLE OF 53° 16' 23";

79. THENCE N 31° 26' 17" E 50.42 FEET;

80. THENCE N 13° 11' 49" E 87.72 FEET;

81. THENCE N 11° 05' 54" W 67.05 FEET;

82. THENCE N 88° 43' 02" E 391.25 FEET TO THE WESTERLY BOUNDARY LINE OF SECTION 22;

83. THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SECTION 22 S 01° 16' 56" W 1,776.84 FEET TO THE SOUTHWEST CORNER OF SECTION 22 AND THE SOUTHEAST CORNER OF SECTION 21, ALSO BEING THE NORTHERLY LINE OF RANCHO NUESTRA SENORA DEL REFUGIO;

84. THENCE N 88° 43' 12" W 744.03 FEET ALONG THE NORTHERLY LINE OF RANCHO NUESTRA SENORA DEL REFUGIO TO THE TRUE POINT OF BEGINNING.

APN: 081-150-026 and 081-100-005 and 081-150-032

## SCHEDULE B

File No. 4205-6681918

Policy No. 6681918

### EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

#### **Part One:**

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

#### **Part Two:**

1. Intentionally Deleted
2. General and special taxes and assessments for the fiscal year 2023-2024 are exempt.
3. Intentionally Deleted
4. An easement for right to construct, operate and maintain a gas pipe line and incidental purposes, recorded April 2, 1929 as Instrument No. 3827 in Book 178, Page 126 of Official Records.  
In Favor of: Santa Maria Gas Company, a Corporation  
Affects: The land

The location of the easement cannot be determined from record information.

5. Intentionally Deleted
6. Intentionally Deleted
7. Intentionally Deleted
8. Intentionally Deleted
9. An oil and gas lease executed by Marie A. Baron, a widow as lessor and Standard Oil Company of California, a Corporation as lessee, recorded October 6, 1959 as Instrument No. 32747 in Book 1671, Page 66 of Official Records.  
  
Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.
10. An easement for poles, anchors and conduits and incidental purposes, recorded February 8, 1962 as Instrument No. 5231 in Book 1902, Page 458 of Official Records.  
In Favor of: Southern California Edison Company  
Affects: The land
11. An easement for public utilities and incidental purposes, recorded May 4, 1962 as Instrument No. 18501 in Book 1925, Page 147 of Official Records.  
In Favor of: Southern California Edison Company, a Corporation  
Affects: The land
12. An easement for existing water well and pipelines easement and incidental purposes in the document recorded August 1, 1975 as Instrument No. 26423 in Book 2578, Page 1119 of Official Records.  
  
The location of the easement cannot be determined from record information.
13. "Covenants, conditions and restrictions in the document recorded August 1, 1975 as Instrument No. 26423 in Book 2578, Page 1119 of Official Records, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."
14. The terms and provisions contained in the document entitled "License" recorded August 1, 1975 as Instrument No. 26424 in Book 2578, Page 1122 of Official Records.
15. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded February 24, 1976 as Instrument No. 6901 in Book 2603, Page 2086 of Official Records.
16. Intentionally Deleted



17. A Surface lease dated June 1, 1985, executed by Anthony V. Marinelli, James F. Brucker, and Frances L. Brucker as lessor and Shell California Production, Inc., a Corporation as lessee, recorded December 12, 1986 as Instrument No. 86-081866 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

18. An easement for pipelines and incidental purposes, recorded January 25, 1989 as Instrument No. 89-5724 of Official Records.  
In Favor of: Celeron Pipeline Company of California  
Affects: The land

The location of the easement cannot be determined from record information.

19. Intentionally Deleted

The location of the easement cannot be determined from record information.

20. Intentionally Deleted

21. The terms and provisions contained in the document entitled "Landfill Gas Lease and Operating Agreement" recorded March 19, 1998 as Instrument No. 98-017423 of Official Records.

22. The fact that the land is a County Land Fill, as Disclosed by Santa Barbara County 2006-07 Assessor's Map, Book 081, Page 15.

23. Intentionally Deleted

24. Water rights, claims or title to water, whether or not shown by the Public Records.

25. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.

26. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.

27. Intentionally Deleted

28. Rights of parties in possession.

\*\* WE WILL REQUIRE A COMPLETED OWNERS AFFIDAVIT TO REMOVE THIS EXCEPTION.

NOTICE: This is a pro-forma policy furnished to or on behalf of the party to be insured. It neither reflects the present status of title, nor is it intended to be a commitment to insure. The inclusion of endorsements as part of the pro-forma policy in no way evidences the willingness of the Company to provide any affirmative coverage shown therein.

There are requirements which must be met before a final policy can be issued in the same form as this

pro-forma policy. A commitment to insure setting forth these requirements should be obtained from the Company.



**First American Title**

**COVENANTS, CONDITIONS AND RESTRICTIONS - UNIMPROVED LAND -  
OWNER'S POLICY ENDORSEMENT**

**Issued by  
First American Title Insurance Company**

Attached to Policy No.: 6681918


File No.: 4205-6681918

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
  - b. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.b, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date:

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary





*First American Title*

**EASEMENT - DAMAGE OR ENFORCED REMOVAL ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy Number.: 6681918

File No.: 4205-6681918


The Company insures against loss or damage sustained by the Insured if the exercise of the granted or reserved rights to use or maintain the easement(s) referred to in the Exception(s) of Schedule B results in:

1. damage to an existing building located on the Land, or
2. enforced removal or alteration of an existing building located on the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date:

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary



*First American Title*

**DELETION OF ARBITRATION - ALTA LOAN POLICY  
ENDORSEMENT**

**Issued by**  
***First American Title Insurance Company***

Attached to Policy No.: 6681918

File No.: 4205-6681918

1. The policy is hereby amended by deleting Paragraph 14 from the Conditions of the policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date:

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary



*First American Title*

**COMMERCIAL ENVIRONMENTAL  
PROTECTION LIEN ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 6681918

File No.: 4205-6681918

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the Clerk of the United States District Court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date:

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

**EXHIBIT D**  
**TITLE COMPANY GENERAL PROVISIONS**

*[Attached.]*





**First American Title**

First American Title Company  
377 First Street  
Solvang, CA 93463  
(805)691-3015  
Fax: (866)246-0832

December 20, 2022

RE: File No.: 4205-6681918  
Property: 14740 Calle Real and 14550 Highway, 101 Goleta, CA 93117  
Seller: The County of Santa Barbara, a political subdivision of the State of California

**Business Entity Tax Reporting Information Form**  
**This form must be completed in full by the seller**

The following information is required for tax reporting purposes. Please complete:

- The Seller Name listed above is correct:  Yes  No  
If No, the correct legal name of the seller is:

\_\_\_\_\_

Do not leave blank. If not applicable, write N/A

- The taxpayer name we will file our tax return related to this property is:

**GOVERNMENT**

\_\_\_\_\_

Do not leave blank.

- Type of Business Entity:  Corporation  LLC  Partnership  Trust  Sole Proprietor

- This is a domestic Business Entity formed in the State of:  
a political subdivision of the State of California Government entity

\_\_\_\_\_

Do not leave blank. If not applicable, write N/A

OR

- This is a foreign Business Entity formed in the Country of:

\_\_\_\_\_

N/A

Do not leave blank. If not applicable, write N/A

- The Business Entity has a U.S. EIN (Employer Identification Number):  Yes  No

If yes, provide EIN: 95-600283

- If an LLC, the LLC is a disregarded entity for U.S. tax reporting purposes:  Yes\*  No

\*Complete the below information if the Business Entity is a disregarded entity LLC

MEMBER ONE NAME: N/A  
Do not leave blank. If not applicable, write N/A

Is a Foreign Person  Yes  No

US SSN or TIN (insert "None" if N/A): N/A

MEMBER TWO NAME: N/A  
Do not leave blank. If not applicable, write N/A

Is a Foreign Person  Yes  No



*First American Title*

First American Title Company  
377 First Street  
Solvang, CA 93463  
(805)691-3015  
Fax: (866)246-0832

US SSN or TIN (insert "None" if N/A): 95-600283

Dated: \_\_\_\_\_

The County of Santa Barbara  
a political subdivision of the State of California

By: \_\_\_\_\_  
Name: Scott McGolpin  
Title: Director, Public Works Department

## **Escrow General Provisions-REVISED DECEMBER 8, 2022**

### **THIS COMPANY CONDUCTS ESCROW BUSINESS UNDER CERTIFICATE OF AUTHORITY ISSUED BY THE STATE OF CALIFORNIA, DEPARTMENT OF INSURANCE.**

Use of Escrow Holder's services after receipt of these provisions constitutes acceptance of the terms. Please read for general information about the escrow process.

The terms Escrow Holder and Settlement Agent may be used interchangeably in escrow instructions that are part of this transaction.

#### **1. SPECIAL DISCLOSURES:**

##### **A. DEPOSIT OF FUNDS & DISBURSEMENTS**

Unless directed in writing to establish a separate, interest-bearing account together with all necessary taxpayer reporting information, all funds shall be deposited in general escrow accounts in a federally insured financial institution including those affiliated with Escrow Holder ("depositories"). All disbursements shall be made by Escrow Holder's check or by wire transfer unless otherwise instructed in writing. The Good Funds Law (California Insurance Code 12413.1) mandates that Escrow Holder may not disburse funds until the funds are, in fact, available in Escrow Holder's account. Wire transfers are immediately disburseable upon confirmation of receipt. Funds deposited by a cashier's or certified check are generally available on the next banking day following deposit. Funds deposited by a personal check and other types of instruments may not be available until confirmation from Escrow Holder's bank which can vary from 2 to 10 days.

##### **B. DISCLOSURE OF POSSIBLE BENEFITS TO ESCROW HOLDER**

As a result of Escrow Holder maintaining its escrow accounts with the depositories, Escrow Holder may receive certain financial benefits such as bank services, accommodations, loans, credits or other business transactions from the depositories which shall accrue to the sole benefit of Escrow Holder and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of any such benefits.

##### **C. ADDITIONAL FEES FOR THIRD PARTY SERVICES**

Escrow Holder may incur additional costs for services performed by third parties. The fees charged by Escrow Holder for such services including, but not limited to, wire transfers, overnight deliveries, messenger or other third party services may include a mark up over the direct cost to Escrow Holder of such services.

##### **D. METHOD TO DELIVER PAYOFF TO LENDER/LIENHOLDERS**

To minimize the amount of interest due on any existing loan or lien, Escrow Holder will deliver the payoff funds to the lender/lienholder as soon as Escrow Holder is able after confirmation of recordation/close of escrow and as demanded by the lender/lienholder using (a) personal delivery, (b) wire transfer, or (c) overnight delivery service, unless otherwise directed in writing by the affected party. Certain payments such as home equity line of credit payoffs ("HELOCS") may require additional time to process.

#### **2. "CLOSE OF ESCROW"/PRORATIONS & ADJUSTMENTS**

The term "close of escrow" means the date on which documents are recorded. All prorations and/or adjustments shall be made to the close of escrow based on the number of actual days, unless otherwise instructed in writing.

#### **3. CONTINGENCY PERIODS (Applies only when property being transferred)**

Escrow Holder shall not be responsible for monitoring contingency time periods between the parties. The parties shall execute such documents as may be requested by Escrow Holder to confirm the status of any such periods.

#### **4. REPORTS**

**A. Preliminary Report** -Escrow Holder has neither responsibility nor liability for any title search that may be performed in connection with the issuance of a preliminary report.

**B. Other Reports**-As an accommodation, Escrow Holder may agree to transmit orders for inspection, termite, disclosure and other reports if requested, in writing or orally, by the parties or their agents. Escrow Holder shall deliver copies of any such reports as directed. Escrow Holder is not responsible for reviewing such reports or advising the parties of the content of same.

#### **5. INFORMATION FROM AFFILIATED COMPANIES**

Escrow Holder may provide the parties' information to and from its affiliates in connection with the offering of products and services from these affiliates.

## **6. RECORDATION OF DOCUMENTS**

Escrow Holder is authorized to record documents delivered through escrow which are necessary or proper for the issuance of the requested title insurance policy(ies). Buyer will provide a completed Preliminary Change of Ownership Report form ("PCOR"). If Buyer fails to provide the PCOR, Escrow Holder shall close escrow and charge Buyer any additional fee incurred for recording the documents without the PCOR. Escrow Holder is released from any liability in connection with same.

## **7. PERSONAL PROPERTY TAXES**

No examination, UCC search, insurance as to personal property and/or the payment of personal property taxes is required unless otherwise instructed in writing.

## **8. REAL PROPERTY TAXES**

Real property taxes are prorated based on the most current available tax statement from the tax collector's office. Supplemental taxes and/or escaped taxes may be assessed as a result of a change in ownership, completion of construction or natural disaster can result in an increase or decrease in the real property taxes due. Adjustments due either party based on the actual new tax bill issued after close of escrow or a supplemental tax bill and/or escaped taxes will be made by the parties outside of escrow and Escrow Holder is released of any liability in connection with such adjustments. The first installment of California real property taxes is due November 1st (delinquent December 10th) and the second installment is due February 1st (delinquent April 10th). If a tax bill is not received from the County at least 30 days prior to the due date, buyer should contact the County Tax Collector's office and request one. Escrow Holder is not responsible for same.

## **9. CANCELLATION OF ESCROW (Applies only when property being transferred)**

**a.** If one of the Parties desires to cancel the transaction, Settlement Agent requires a written cancellation notice and will advise the other party of the notice of cancellation via any method available to Settlement Agent, including electronic or U.S. mail.

If the parties do not provide mutual instructions regarding funds that have been deposited with the Settlement Agent, Settlement Agent may, AT ITS SOLE DISCRETION:

- File an interpleader action, deposit the funds held with the court clerk and allow the court to disburse said funds. (In an interpleader action, costs and attorney's fees incurred by the Settlement Agent in bringing the action may be deducted from the amount deposited with the court clerk.); or
- Escheat dormant funds pursuant to State Law.
- If no written objection to cancellation is delivered to Settlement Agent by a Party within 10 days after notice is given, terminate the transaction.
- If no action is taken on this transaction within 6 months after the closing date specified in the settlement instructions, terminate the transaction.

Upon termination of the transaction, Settlement Agent shall deduct all fees, charges and reimbursements due, and return all documents. The remaining funds held in escrow will be remitted either to the Parties who deposited funds or pursuant to the unilateral instructions received and not objected to.

**b.** Notwithstanding the foregoing, upon receipt of notice of cancellation by a seller in a transaction subject to the Home Equity Sales Contract law (CC §1695 et seq.), Escrow Holder shall have the right to unilaterally cancel the escrow and may return all documents and funds without consent by or notice to the buyer.

## **10. CONFLICTING INSTRUCTIONS & RELATED DISPUTES**

If Escrow Holder becomes aware of any conflicting demands or claims concerning this escrow, Escrow Holder shall have the right to discontinue all further acts on Escrow Holder's part until the conflict is resolved to Escrow Holder's satisfaction. Escrow Holder has the right at its option to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties jointly and severally agree (a) to pay Escrow Holder's cancellation charges, costs and reasonable attorneys' fees, and (b) that Escrow Holder is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Holder, the party(ies) involved in the action agree to indemnify and hold the Escrow Holder harmless against liabilities, damages and costs incurred by Escrow Holder (including reasonable attorney's fees and costs) except to the extent that such liabilities, damages and costs were caused by the negligence or willful misconduct of Escrow Holder.

## **11. CURATIVE WORK HOLD FUNDS IN ESCROW**

Escrow Holder may require that funds be held in escrow for the purpose of clearing certain title matters from its final title policy(ies). If Escrow Holder is unable to verify that a matter has been paid in a timeframe of its discretion, Escrow Holder will pay said matter from the funds held. Any remaining funds, after payment of said matters, will be disbursed to the party from whom held. If the held funds are insufficient to pay said matters in full, the party will immediately deposit sufficient funds as called for by Escrow Holder to satisfy payment in full of said matter(s).

## **12. USURY**

Escrow Holder is not to be concerned with usury as to any loans or encumbrances in this escrow and is hereby released of any responsibility and/or liability therefore.

## **13. AMENDMENTS TO ESCROW INSTRUCTIONS (Applies only when property being transferred)**

Any amendment to the escrow instructions must be in writing, executed by all parties and accepted by Escrow Holder. Escrow Holder may, at its sole option, elect to accept and act upon oral instructions from the parties. If requested by Escrow Holder the parties agree to confirm said instructions in writing as soon as practicable. The escrow instructions as amended shall constitute the entire escrow agreement between the Escrow Holder and the parties hereto with respect to the subject matter of the escrow.

## **14. FIRE, HAZARD OR LIABILITY INSURANCE POLICIES**

In all matters relating to fire, hazard or liability insurance, Escrow Holder may assume that each policy is in force and that the necessary premium has been paid. Escrow Holder is not responsible for obtaining fire, hazard or liability insurance, unless Escrow Holder has received specific written instructions to obtain such insurance prior to close of escrow from the parties or their respective lenders.

## **15. COPIES OF DOCUMENTS; ELECTRONIC SIGNATURES; AUTHORIZATION TO RELEASE**

Escrow Holder is authorized to rely upon copies of documents, which include facsimile, electronic, NCR, or photocopies as if they were an originally executed document. Escrow Holder may agree to accept electronically signed documents from a platform or program approved by Escrow Holder. If requested by Escrow Holder, the originals of such documents and/or original signatures shall be delivered to Escrow Holder. Escrow Holder may withhold documents and/or funds due to the party until such originals are delivered. Documents to be recorded MUST contain original ink signatures unless use of a digital original has been approved in advanced. Escrow Holder may furnish copies of any and all documents to the lender(s), real estate broker(s), attorney(s) and/or accountant(s) involved in this transaction upon their request. Delivery of documents by escrow to a real estate broker or agent who is so designated in the purchase agreement shall be deemed delivery to the principal.

## **16. AUTHORIZATION FOR USE OF REMOTE ONLINE NOTARIZATION**

The Parties to the above transaction agree that any document for use in this transaction may be executed electronically. Each party also agrees that any document, including a deed, deed of trust or mortgage, that requires notarization may be executed and notarized digitally using Remote Online Notarization, if requested by a party and is permitted by the title company for the transaction in the state and county where the property is located.

## **17. EXECUTION IN COUNTERPART**

The escrow instructions and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute the same instruction.

## **18. TAX REPORTING, WITHHOLDING & DISCLOSURE (Applies only when property being transferred)**

The parties are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting and disclosure obligations. Escrow Holder does not provide tax or legal advice and the parties agree to hold Escrow Holder harmless from any loss or damage that the parties may incur as a result of their failure to comply with federal and/or state tax laws. WITHHOLDING OBLIGATIONS ARE THE EXCLUSIVE OBLIGATIONS OF THE PARTIES. ESCROW HOLDER IS NOT RESPONSIBLE TO PERFORM THESE OBLIGATIONS UNLESS ESCROW HOLDER AGREES IN WRITING.

### **A. TAXPAYER IDENTIFICATION NUMBER REPORTING**

Federal law requires Escrow Holder to report seller's social security number or tax identification number (both numbers are hereafter referred to as the "TIN"), forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). To comply with the USA PATRIOT Act, certain taxpayer identification information (including, but not limited to, the TIN) may be required by Escrow Holder from certain persons or entities involved (directly or indirectly) in the transaction prior to closing.

Escrow cannot be closed nor any documents recorded until the information is provided and certified as to its accuracy to Escrow Holder. The parties agree to promptly obtain and provide such information as requested by Escrow Holder.

## **B. STATE WITHHOLDING & REPORTING**

In accordance with Section 18662 of the Revenue and Taxation Code (R&TC), a buyer may be required to withhold an amount equal to 3 1/3% (.0333) of the sale price, or an optional gain on sale withholding amount certified by the seller in the case of a disposition of California real property interest by either:

**1.** A seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the sellers.

**2.** A corporate seller that has no permanent place of business in California immediately after the transfer of title to the California property.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if any of the following applies:

**3.** The sale price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000).

**4.** The seller executes a written certificate under the penalty of perjury certifying that the seller is a corporation with a permanent place of business in California.

**5.** The seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate under the penalty of perjury of any of the following:

**a.** The California real property being conveyed is the seller's or decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code (IRC)).

**b.** The last use of the property being conveyed was by the transferor as the transferor's principal residence (within the meaning of IRC Section 121).

**c.** The California real property being conveyed is, or will be, exchanged for property of like kind (within the meaning of IRC Section 1031), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under IRC Section 1031.

**d.** The California real property has been compulsorily or involuntarily converted (within the meaning of IRC Section 1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC Section 1033.

**e.** The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

Contact FTB: For additional information regarding California withholding or for the Alternative Withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, by e-mail [WSCS.GEN@ftb.ca.gov](mailto:WSCS.GEN@ftb.ca.gov); or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).

## **C. FEDERAL WITHHOLDING & REPORTING**

Certain federal reporting and withholding requirements exist for real estate transactions where the seller (transferor) is a non-resident alien, a non-domestic corporation, partnership, or limited liability company; or a domestic corporation, partnership or limited liability company controlled by non-residents; or non-resident corporations, partnerships or limited liability companies.

## **D. TAXPAYER IDENTIFICATION DISCLOSURE**

Federal and state laws require that certain forms include a party's TIN and that such forms or copies of the forms be provided to the other party and to the applicable governmental authorities. Parties to a real estate transaction involving seller-provided financing are required to furnish, disclose, and include the other party's TIN in their tax returns. Escrow Holder is authorized to release a party's TINs and copies of statutory forms to the other party and to the applicable governmental authorities in the foregoing circumstances. The parties agree to hold Escrow Holder harmless against any fees, costs, or judgments incurred and/or awarded because of the release of their TIN as authorized herein.

The undersigned acknowledge receipt of Escrow Holder's Escrow General Provisions and our signatures below deem our approval of the provisions.

Buyer/Borrower

The Land Trust for Santa Barbara County

By: \_\_\_\_\_ --  
Name: Meredith Hendricks  
Title: Executive Director

Seller

The County of Santa Barbara

By: \_\_\_\_\_ --  
Name: Das Williams  
Title: Chair, Board of Supervisors