



1999-0069145

Recorded	REC FEE	61.00
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County Of		
SANTA BARBARA		
KENNETH A. PETTIT		
Recorder		
LARRY G. HERRERA		
Assistant		
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	Page 1 of 19	

Recording Requested by and When Recorded Mail To:

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

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DEED OF CONSERVATION EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) **Identify Resources and Values.** To identify, preserve and protect in perpetuity the Conservation Values of the Easement Area.

(b) **Monitor Uses and Practices.** To enter upon, inspect, observe, and study the Easement Area for the purposes of identifying the current uses and practices thereon and the baseline condition thereof, to conduct research on and make scientific observations of the ecological systems, to manage, maintain and/or restore the Conservation Values, and to monitor the uses and practices regarding the Easement Area to determine whether they are consistent with this Easement. Such entry shall be permitted upon prior notice to LANDOWNER, and shall be made in a manner that will not unreasonably interfere with LANDOWNER's use and quiet enjoyment of the Property.

(c) **Prevent Inconsistent Uses.** To prevent any activity on or use of the Easement Area that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **RESERVED RIGHTS.** LANDOWNER reserves to itself, and to its personal representatives, heirs, successors and assigns, all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

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

(b) **Mineral Rights.** All right, title, and interest in subsurface oil, gas, and minerals; provided, however, that the manner of exploration for, and extraction of any oil, gas or minerals shall be only by a subsurface method, shall not damage, impair or endanger the protected Conservation Values of the Easement Area, and shall be limited to such activities as are permitted under Internal Revenue Code Section 170(h)(5) and applicable Treasury Regulations.

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

6. **NOTICE AND APPROVAL.** The purpose of requiring LANDOWNER to notify LAND TRUST prior to undertaking certain permitted activities is to afford LAND TRUST an adequate opportunity to monitor the activities in question to ensure that the permitted uses as defined in Paragraph 3 are designed and carried out in a manner that is consistent with the purpose of this Easement. Whenever notice is required, LANDOWNER shall notify LAND TRUST in writing not less than thirty (30) days prior to the date LANDOWNER intends to undertake the activity in

question. The notice shall describe the nature, scope, design, location and any other material aspect of the proposed activity in sufficient detail to permit LAND TRUST to make an informed judgment as to its consistency with the purpose of this Easement. LAND TRUST shall respond in writing within twenty (20) days of receipt of LANDOWNER's written request. LAND TRUST's approval may be withheld only upon a reasonable determination by LAND TRUST that the action as proposed would be inconsistent with the purpose of this Easement.

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

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

(a) **Notice of Violation.** If LAND TRUST determines that a violation of any of the terms, conditions, covenants or restrictions contained in this Easement by LANDOWNER has occurred or is threatened, LAND TRUST shall give written notice to LANDOWNER of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the purpose of this Easement, to restore that portion of the Easement Area so injured.

(b) **Injunctive Relief.** If LANDOWNER fails to cure a violation which is the result of LANDOWNER's action within a thirty (30) day period after receipt of notice thereof from LAND TRUST, or fails to continue diligently to cure such violation until finally cured, LAND TRUST may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values, including damages for any loss thereof, and to require the restoration of the Property to the condition that existed prior to any such injury.

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

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

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

(e) **Scope of Relief.** LAND TRUST's rights under this Paragraph shall apply equally to threatened as well as actual violations of the terms of this Easement. LAND TRUST's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

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

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

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

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

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

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

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

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

15. **CONDEMNATION.** If all or any part of the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public,

corporate or other authority, so as to terminate this Easement, in whole or in part, LANDOWNER and LAND TRUST shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by LANDOWNER and LAND TRUST in connection with the taking or in lieu purchase shall be paid out of the amount recovered. The LAND TRUST share of the balance shall be determined by the pro rata percentage of the value of the Easement compared to the total value of the Property unencumbered by the Easement as determined by a qualified appraiser mutually agreed upon by LAND TRUST and LANDOWNER, or a court appointed appraiser if the parties cannot reach mutual agreement.

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

17. **GENERAL PROVISIONS.**

(a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of California.

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

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

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

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

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

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

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

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

LANDOWNER:

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

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

By George E. Goodall
George E. Goodall, Secretary

LAND TRUST:

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

By: Robert Isaacson
Robert Isaacson, Vice President

By: Andrew Mills
Andrew Mills, Secretary

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.

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



(SEAL)

WITNESS my hand and official seal.

Signature Regina Gonzalez

STATE OF CALIFORNIA)
COUNTY OF Santa Barbara) ss.

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

WITNESS my hand and official seal.

Signature Margaret L. Braniff

(SEAL)

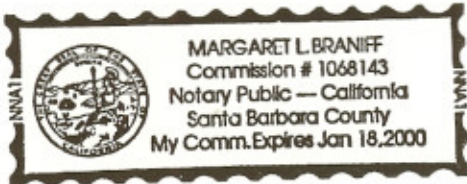


Exhibit A

PARCEL ONE: AP# 61-220-09

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

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

EXCEPTING therefrom:

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

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

PARCEL TWO: AP# 61-220-10

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

PARCEL THREE: AP# 61-261-01

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

"Exhibit B"
[Legal Description of Easement Area]

Exhibit B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Calculated area of easement: Approximately 20.4 acres

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



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

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

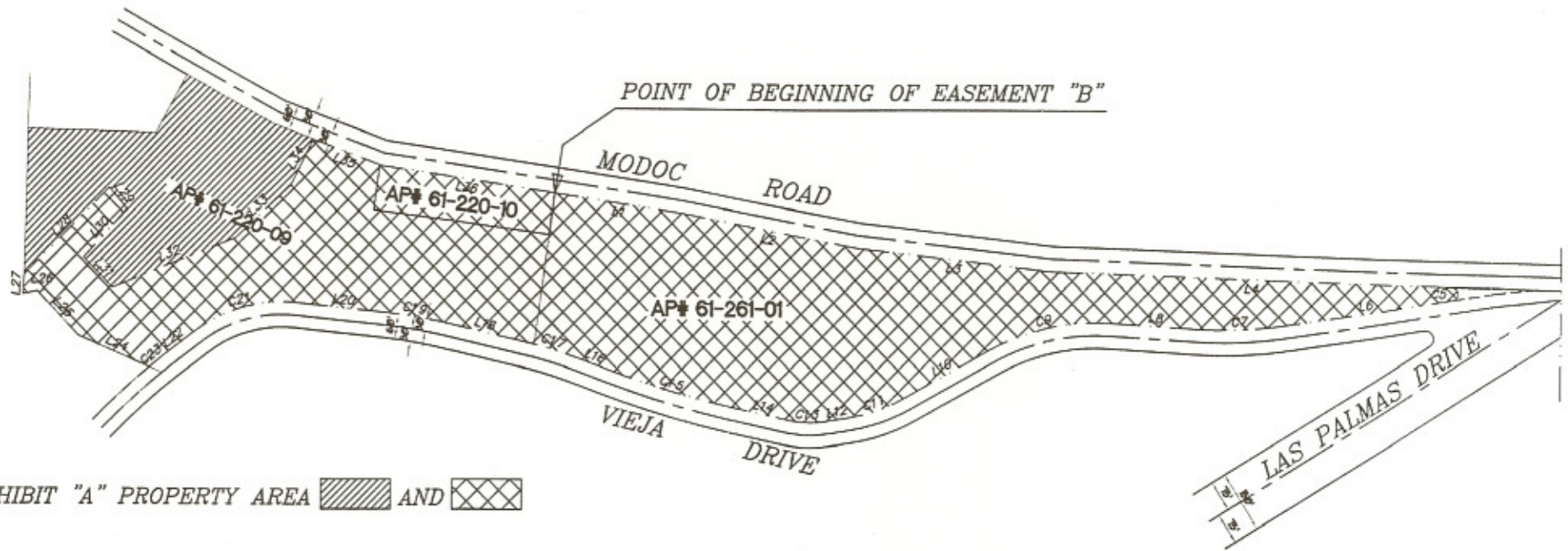


EXHIBIT "A" PROPERTY AREA  AND 

EXHIBIT "B" EASEMENT AREA 



EXHIBIT "B" BOUNDARY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S81°32'30"E	314.54
L2	S79°27'30"E	439.11
L3	S83°29'30"E	478.99
L4	S88°12'30"E	974.76
L6	S81°32'00"W	426.81
L8	N86°50'00"W	227.60
L10	S61°06'00"W	229.74
L12	S80°42'00"W	55.44
L14	N77°57'00"W	133.64
L16	N70°11'00"W	74.52
L18	N77°15'00"W	208.55
L20	N84°04'00"W	216.11
L22	S52°48'00"W	90.85
L24	N67°08'00"W	191.20
L25	N43°54'00"W	146.00
L26	S77°32'00"W	36.00
L27	N01°47'00"E	44.54
L28	N45°25'00"E	295.39
L29	S40°34'40"E	65.86
L30	S42°18'13"W	157.41
L31	S45°18'22"E	100.03
L32	N68°35'33"E	325.84
L33	N46°08'40"E	182.90
L34	N26°40'21"E	120.78
L35	S69°38'30"E	179.01
L36	S81°32'30"E	431.45

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C5	169°44'30"	15.53	46.01
C7	11°38'00"	925.37	187.89
C9	32°04'00"	551.67	308.75
C11	19°36'00"	418.56	143.18
C13	21°21'00"	257.94	96.12
C15	7°46'00"	2425.70	328.81
C17	7°04'00"	1091.43	134.61
C19	6°49'00"	1176.28	139.95
C21	43°08'00"	363.09	273.34
C23	1°32'23"	1592.88	42.81

GRAPHIC SCALE



(IN FEET)

EXHIBIT "C"
CONSERVATION EASEMENT
LA CUMBRE MUTUAL WATER COMPANY
MAY 18, 1999