

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
State of California)
Wildlife Conservation Board)
P.O. Box 944209)
Sacramento, CA 94244-2090)

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of _____, 20____, by the LAGUNA COUNTY SANITATION DISTRICT ("Grantor"), in favor of THE STATE OF CALIFORNIA ("Grantee"), acting by and through its Department of Fish and Wildlife, with reference to the following facts:

RECITALS

A. Grantor is a public entity formed under the laws of the State of California pursuant to Health and Safety Code Section 4700 *et seq.* Grantor owns and operates a wastewater reclamation plant that services the unincorporated community of Orcutt and areas south of the city of Santa Maria, California, in the County of Santa Barbara.

B. Grantor is the sole owner in fee simple of certain real property located west of Black Road and north of Dutard Road and northwest of the unincorporated community of Orcutt, California, in the unincorporated area of the County of Santa Barbara, State of California, and known as Assessor Parcel Number (APN) 113-240-015 (a portion of former APN 113-240-002) acquired by Grant Deed recorded as instrument 2014-0029515 on June 30, 2014, containing a total of 126.70 acres as legally described and shown on Exhibit A, attached hereto and incorporated herein by reference, and APN 113-240-013 (a portion of former APN 113-240-012) acquired by Grant Deed recorded as instrument 1988-023697 on April 25, 1988, known as Parcel One containing a total of 157.57 acres, as legally described and shown on Exhibit B, attached hereto and incorporated herein by reference. APN 113-240-015 is used by Grantor for existing agricultural activities, namely the discharge of recycled water to pasture by irrigation and the grazing of cattle or other livestock. APN 113-240-013 is used similarly and in addition contains a storage reservoir to hold recycled water for eventual discharge, treatment facilities, incidental pipelines, and access roads to support Grantor operations related to wastewater reclamation located on adjacent properties owned by Grantor.

C. Grantor wishes to conserve APN 113-240-015 in its entirety, as depicted on Exhibit C, attached hereto and incorporated herein by reference, and a portion of APN 113-240-013 consisting of 7.00 acres as depicted on Exhibit D, attached hereto and incorporated herein by reference, together totaling 133.70 acres and is hereinafter referred to as "the Property."

D. The Property described above has been used historically for cattle grazing and therefore is in a predominately unimproved natural condition and possesses wildlife and habitat values of great importance to Grantee. The Property provides high quality habitat for the federally endangered/state threatened California tiger salamander (*Ambystoma californiense*) and the federally threatened California red-legged frog (*Rana draytonii*), hereinafter collectively known as “Covered Species” and contains breeding, upland and dispersal habitats. Individually and collectively, these wildlife and habitat values comprise the “Conservation Values” of the Property.

E. This Conservation Easement provides mitigation for potential impacts to Covered Species resulting from activities performed by Grantor in carrying out its functions described in the Grantor’s Habitat Conservation Plan and Conservation Easement Area Management Plan, hereinafter “Management Plan.” The Management Plan provides the conservation requirements for and authorized activities within the Easement Area as approved by the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW). The Management Plan further maintains and enhances the Conservation Values on the Property for the benefit of Covered Species pursuant to Section 10 of the United States Endangered Species Act approved under USFWS Incidental Take Permit TE16913C dated August 22, 2017, and CDFW Incidental Take Permit Consistency Determination (CD) No. 2080-2018-009-05 dated October 3, 2018. The Management Plan is incorporated by this reference into this Conservation Easement as if fully set forth herein. A final approved copy of the Management Plan, and any amendments thereto approved by CDFW and USFWS, will be kept on file at the addresses listed in Section 21. If the Grantor or any successors or assigns require an official copy of the Management Plan, they may request a copy of the current Management Plan from the Agencies at the addresses listed in Section 21.

F. USFWS has jurisdiction under federal law over the conservation, protection, restoration, and management of species covered by the United States Endangered Species Act pursuant to Chapter 16 of the United States Code (USC) Section 1531 et seq., the Fish and Wildlife Coordination Act pursuant to 16 USC Sections 661- 666c, the Fish and Wildlife Act of 1956 pursuant to 16 USC Section 742(f) et seq., and other provisions of federal law.

G. CDFW has jurisdiction pursuant to Fish and Game Code section 1802, over the conservation, protection, restoration, and management of fish, wildlife, native plants and habitat necessary for biologically sustainable population of those species, and CDFW is authorized to hold conservation easements for these purposes pursuant to Civil Code 815.3, Fish and Game Code 1348 and other provisions of California Law.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property.

1. Purposes. The purposes of this Conservation Easement are to ensure the Property will be retained forever in its natural, restored, or enhanced condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights within the Property to Grantee:

(a) To ensure the preservation and protection of the Conservation Values of the Property;

(b) To enter the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act (except for acts of nature which are beyond Grantor's control as provided in Section 10), failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;

(d) To require that all mineral, air and water rights (subject to the final water rights judgment entered in the Santa Maria Groundwater Basin adjudication (Santa Maria Valley Water Conservation District v. City of Santa Maria, et al. Case No. CV770214)) as Grantee deems necessary to preserve, protect, and sustain the biological resources and Conservation Values of the Property shall remain a part of and be put to beneficial use upon the Property, consistent with the purposes of this Conservation Easement. To the extent the Santa Maria Groundwater Basin adjudication is amended to decrease the amount of water available to the Property, Grantor shall otherwise supplement the water supply to the Property to preserve the Conservation Values of the Property; and

(e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

3. Prohibited Uses. Any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited on the Property:

(a) Unseasonable watering (during extended periods of rainfall and/or runoff); use of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents; weed abatement activities (except as provided in the Management Plan, Exhibit E); incompatible fire protection activities, except as required by law or local Fire Department standards; and any and all other activities and uses which may adversely affect the Conservation Values of the Property or otherwise interfere with the purposes of this Conservation Easement;

- (b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways or as described in the Management Plan (Exhibit E);
- (c) Cultivated agricultural activity including disking.
- (d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, except such activities as are consistent with the purposes of this Conservation Easement and carried out in accordance with the Management Plan for the Property (Exhibit E)];
- (e) Commercial, industrial, institutional, or residential structures or uses, except as provided in the Management Plan (Exhibit E);
- (f) Any legal or de facto division, subdivision or partitioning of the Property, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35);
- (g) Construction, reconstruction, expansion, location, relocation, installation, or placement of any building, billboard or sign, or any other structure or improvement of any kind except as provided in the Management Plan (Exhibit E), or consistent with allowed uses in accordance with Section 6 ;
- (h) Deposit or accumulation of soil, trash, ashes, refuse, waste, biosolids or any other materials;
- (i) Planting, introduction, or dispersion of non-native or exotic plant or animal species that are incompatible with the Covered Species;
- (j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property, or granting or authorizing surface entry for any such purpose;
- (k) Altering the surface or general topography of the Property, including building roads or trails, or paving or otherwise covering any portion of the Property except those intended to enhance Conservation Values as identified in the Management Plan;
- (l) Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except as required by law or allowed in accordance with Section 6 or as described in the Management Plan (Exhibit E);
- (m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, except as provided in the Management Plan (Exhibit E), or consistent with allowed uses in accordance with Section 6;
- (n) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights for the Property (subject to the final water rights judgment entered in the Santa Maria Groundwater Basin adjudication (Santa Maria Valley Water Conservation District v. City of Santa Maria, et al. Case No. CV770214)); changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Property, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3)

rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Property; and (4) any water from wells that are in existence or may be constructed in the future on the Property, ; and. To the extent the Santa Maria Groundwater Basin adjudication is amended to decrease the amount of water available to the Property, Grantor shall otherwise supplement the water supply to the Property to preserve the Conservation Values of the Property; and;

(o) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Property, or the activity or use in question.

4. Grantor's Duties. Grantor 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 Property. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 2 of this Conservation Easement.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

6. Allowed Uses. The following uses and activities are permitted on the Property:

- (a) Compliance monitoring;
- (b) Effectiveness monitoring to determine the status and response of Covered Species in relationship to adaptive management measures implemented as part of the Management Plan;
- (c) Habitat enhancement and restoration activities implemented as part of the Management Plan;
- (d) Irrigation of grasses for cattle grazing consistent with California Regional Water Quality Control Board requirements. Water may be supplied by Grantor's recycled water or well water;
- (e) The installation or reconstruction of water systems (i.e., well, pump stations, piping) intended to serve the allowed uses;
- (f) Grazing of cattle or other livestock;
- (g) Fire fighting, prevention and maintenance activities consistent with the Management Plan or as may be required by a governmental fire authority to prevent or in response to an emergency; and
- (h) Other activities described in the Management Plan.

7. Grantee's Remedies.

(a) Grantor and Grantee intend that USFWS is a third party beneficiary of this Conservation Easement, and shall be entitled to enforce compliance with this Conservation Easement in accordance with the terms and conditions set forth herein.

(b) If USFWS or Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, such party shall give written notice to the other parties of such violation and demand in writing of Grantor the cure of such violation

(“Notice of Violation”). Notice shall be provided in accordance with Section 21 of this Conservation Easement.

(c) If Grantor fails to cure the violation within thirty (30) days after receipt of the Notice of Violation from USFWS or Grantee, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, USFWS or Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which USFWS or Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury, except for acts of nature that are beyond Grantor’s control; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, USFWS or Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(d) If USFWS or Grantee, in their sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Property, USFWS or Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. USFWS or Grantee’s rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(e) Grantor agrees that USFWS or Grantee’s remedies at law for any violation of the terms of this Conservation Easement are inadequate and that USFWS or Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which USFWS or Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. USFWS or Grantee’s remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code section 815, *et seq.*

(f) If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General, the USFWS, and the Grantee have standing as interested parties in any proceeding affecting this Conservation Easement.

8. Costs of Enforcement. Grantor shall bear all reasonable costs incurred by USFWS or Grantee, where USFWS or Grantee is a prevailing party in enforcing the terms of this Conservation Easement against Grantor. These costs include, but are not limited to, the following: costs of suit and attorneys’ and experts’ fees, and any costs for restoration necessitated by Grantor’s negligence or breach of this Conservation Easement.

9. Grantee’s Discretion. Enforcement of the terms of this Conservation Easement by USFWS or Grantee shall be at the discretion of USFWS or Grantee, and any forbearance by USFWS or Grantee to exercise their rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be

a waiver by USFWS or Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of USFWS or Grantee's rights under this Conservation Easement. No delay or omission by USFWS or Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

10. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle USFWS or Grantee to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, drought, disease, pest infestation, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by USFWS or Grantee or their employees.

11. Right of Enforcement. All rights and remedies conveyed to USFWS or Grantee under this Conservation Easement shall extend to and are enforceable by USFWS or CDFW. These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Final Habitat Conservation Plan dated February 2017 and included in USFWS Incidental Take Permit TE16913C dated August 22, 2017 and CDFW Consistency Determination.

12. Fence Installation and Maintenance. Grantor shall maintain existing fencing reasonably satisfactory to USFWS or Grantee around the Property to protect the Conservation Values of the Property

13. Access. This Conservation Easement does not convey a general right of access to the public.

14. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor agrees that USFWS and Grantee shall have no duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, including those required from USFWS or CDFW acting in their regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

15. Taxes; No Liens. To the extent required by law, Grantor shall pay before delinquency all taxes (if any), assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish USFWS and Grantee with satisfactory evidence of payment, or exemption from payment, upon request. Grantor shall keep the Property free from any liens (other than a security interest that is expressly subordinate to this Conservation Easement as provided in Section 22(j)), including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

16. Hold Harmless. Grantor shall hold harmless, protect, and indemnify USFWS and Grantee and their directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an

"Indemnified Party" and, collectively, "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) 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, unless due solely to the negligence or willful misconduct of USFWS or Grantee; (2) the obligations specified in Sections 4 "Grantor's Duties", 13 "Costs and Liabilities, and 14 "Taxes; No Liens" and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from USFWS or Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse USFWS or Grantee for all charges incurred for services in defending the action or proceeding. USFWS or Grantee shall timely notify Grantor of any pending claims.

17. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

18. Condemnation. This Conservation Easement is a "wildlife conservation easement" acquired by a State agency, the condemnation of which is prohibited except as provided in Fish and Game Code section 1348.3. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).]

19. Transfer of Easement. This Conservation Easement may be assigned or transferred by Grantee, with the prior written consent of Grantor, only to a governmental entity authorized to acquire and hold conservation easements pursuant to Civil Code section 815.3(b) and Government Code section 65967 (excepting private parties) and any successor or other provisions then applicable or the laws of the United States. USFWS and Grantee shall require the assignee to record the assignment in the county where the Property is located. The failure of USFWS or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

20. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to USFWS and Grantee of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. USFWS or Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement. The failure of Grantor, USFWS or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

21. Notices. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, and addressed as follows:

To Grantor: Laguna County Sanitation District
620 West Foster Road
Santa Maria, CA 93455
Attn: Manager

USFWS: United States Fish and Wildlife Service
Ventura Fish and Wildlife Office
Department of the Interior
2493 Portola Road, Suite B
Ventura, CA 93003
Attn: Field Supervisor

To Grantee: Department of Fish and Wildlife
South Coast Region (Region 5)
3883 Ruffin Road
San Diego, CA 92123
Attn: Regional Manager

Copy to: Department of Fish and Wildlife
Office of the General Counsel
P.O. Box 944209
Sacramento, California 94244-2090
Attn: General Counsel

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

22. Amendment. This Conservation Easement may be amended by Grantor, USFWS and Grantee only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and federal and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the Official Records of the county in which the Property is located.

23. Additional Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of Civil Code section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the

application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement. This instrument and the Final Habitat Conservation Plan dated February 2017 and included in USFWS Incidental Take Permit (TE16913C) dated August 22, 2017 and CDFW Consistency Determination sets forth the entire agreement of the parties with respect to the Conservation Easement and supersede[s] all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 22 "Amendment".

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect. Notwithstanding the foregoing, if USFWS or CDFW reasonably determines that this Conservation Easement is not being held, monitored, or stewarded for conservation purposes in accordance with the requirements of Government Code section 65967(e), then pursuant to Government Code section 65967(e) the Conservation Easement shall revert to CDFW or to another public agency, governmental entity, or special district approved in advance in writing by CDFW.

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

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts, omissions, or breaches occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability.

(1) Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

(2) Without limiting the obligations of Grantor under Section 15 "Hold Harmless" of this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed, or released by USFWS or Grantee. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from USFWS or Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse USFWS or

Grantee for all charges incurred for services of USFWS or the California Attorney General in defending the action or proceeding.

(3) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to USFWS or Grantee any of the following:

(A) The obligations or liability of an “owner” or “operator,” as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601, *et seq.*; hereinafter, “CERCLA”); or

(B) The obligations or liabilities of a person described in 42 U.S.C. section 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right or duty to investigate and remediate any Hazardous Materials associated with the Property; or

(E) Any control over Grantor’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

(4) The term “Hazardous Materials” includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, *et seq.*; hereinafter “RCRA”); the Hazardous Materials Transportation Act (49 U.S.C. section 5101, *et seq.*; hereinafter “HTA”); the Hazardous Waste Control Law (Health & Safety Code section 25100, *et seq.*; hereinafter “HCL”); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Safety Code section 25300, *et seq.*; hereinafter “HSA”), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(5) The term “Environmental Laws” includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to USFWS and Grantee that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants to USFWS and Grantee that Grantor is the sole owner of fee simple title to the Property; that the Property is not subject to any other conservation easement; and there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by USFWS and Grantee.

(k) Additional Easements. Except as provided in the Management Plan (EXHIBIT E), or as consistent with allowed uses in accordance with Section 6, Grantor shall not grant any additional easements, rights of way, or other interests in the Property (other than a

security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, abandon, or relinquish (each a “Transfer”) any mineral, air, or water right, or any water associated with the Property, without first obtaining the written consent of USFWS and Grantee. USFWS or Grantee may withhold such consent if it determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Property. This section shall not limit the provisions of Sections 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 19 “Transfer of Property”. Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of the county in which the Property is located, and may re-record it at any time as USFWS or Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) Exhibits. The following Exhibit(s) referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

EXHIBIT A – Legal Description of APN 113-240-015

EXHIBIT B – Legal Description of APN 113-240-013

EXHIBITS C and D – Legal Description and Map of Property

IN WITNESS WHEREOF Grantor has executed this Conservation Easement as of the day and year first above written.

GRANTOR:

ATTEST:
MONA MIYASATO, County Executive Officer
Clerk of the Board of Directors

**LAGUNA COUNTY SANITATION
DISTRICT**

By: _____
Deputy Clerk

By: _____
Steve Lavagnino
Chair, Board of Directors

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI

By: _____
Deputy Counsel

ACKNOWLEDGMENT

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

State of California)
)
County of Santa Barbara)

On _____ 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 within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement Deed by _____, dated _____, to the State of California, Grantee, acting by and through its California Department of Fish and Wildlife ("CDFW"), a governmental agency (under Government Code section 27281), is hereby accepted by the undersigned officer on behalf of CDFW, pursuant to the California Fish and Game Code.

GRANTEE:

STATE OF CALIFORNIA, by and through its
DEPARTMENT OF FISH AND WILDLIFE

By: _____

Title: _____

Authorized Representative

Date: _____

Exhibit A
(Legal Description APN 113-240-015)



2014-0029515

Recorded	REC FEE	0.00
Official Records		
County of		
Santa Barbara		
Joseph E. Holland		
County Clerk Recorder		
01:00PM 30-Jun-2014	EC	Page 1 of 6

RECORDING REQUESTED BY
FIDELITY TITLE

GRANT DEED

Recorded at request of
and when recorded mail to:

County of Santa Barbara
General Services Department
Office of Real Estate Services
Will Call

COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS

6 free

No fee pursuant to
California Government Code §6103 and §27383

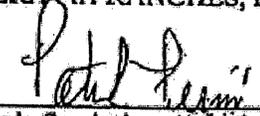
SPACE ABOVE THIS LINE FOR RECORDER'S USE
A.P.N. 113-240-002 (Portion)

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, BETTERAVIA RANCHES, LLC, a California Limited Liability Company, as "Grantor" herein hereby grants to LAGUNA COUNTY SANITATION DISTRICT, a political subdivision of the State of California, as "Grantee" herein, fee title to all of that certain real property located in the unincorporated area of the County of Santa Barbara, State of California, more particularly described in Attachment "1" hereto, incorporated herein by this reference (the "Property").

IN WITNESS WHEREOF, BETTERAVIA RANCHES, LLC has executed this Grant Deed on the 3rd day of March, 2014.

GRANTOR
BETTERAVIA RANCHES, LLC



Patrick Ferini - Manager

ACKNOWLEDGEMENT

State of California

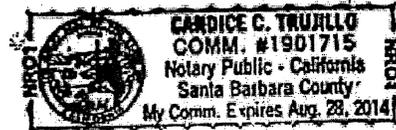
County of Santa Barbara

On March 3rd 2014 before me, Candice C. Trujillo, Notary Public

personally appeared Patrick Fani, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(e) 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.



By: Candice C. Trujillo
(Seal)

PARCEL ACQUISITION
LAGUNA COUNTY SANITATION DISTRICT

EXHIBIT A

LEGAL DESCRIPTION

That portion of the Rancho Punta de la Laguna, in the County of Santa Barbara, State of California and being a portion of Parcel One in Grant Deed to Betteravia Properties, a California general partnership, recorded April 6, 1995 as Instrument Number 95-017981 of Official Records in the Office of the County Recorder of said County described as follows:

Beginning at the Northeast corner of said Parcel One, being a 1-1/2" iron pipe with tag marked L.S. 3485 set on centerline of section 36 as shown on map filed in Book 87, Page 95 of Records of Surveys in the Office of said County Recorder;

- 1) Thence, S 00°46'02" W, 2163.87 feet along the easterly line of said Parcel One to a point being the intersection of the easterly line of said Parcel One with the southeasterly prolongation of a barbed wire fence bearing N 77°49'59" W;
- 2) Thence, leaving said easterly line of Parcel One, N 77°49'59" W, 376.35 feet to and along an existing barbed wire fence;
Thence, along said existing barbed wire fence the following 22 courses:
 - 3) N 86°22'45" W, 132.06 feet;
 - 4) S 82°57'27" W, 266.20 feet;
 - 5) N 76°27'41" W, 145.40 feet;
 - 6) N 58°11'09" W, 270.97 feet;
 - 7) N27° 39' 59"W, 48.30 feet;
 - 8) N86° 06' 18"W, 18.24 feet;
 - 9) S34° 56' 30"W, 23.91 feet;
 - 10) N55° 07' 38"W, 170.01 feet;
 - 11) N46° 01' 16"W, 329.09 feet;
 - 12) N48° 15' 57"W, 171.78 feet;
 - 13) N51° 46' 10"W, 63.82 feet;
 - 14) N69° 42' 50"W, 63.87 feet;
 - 15) N61° 07' 49"W, 873.52 feet;
 - 16) N53° 11' 33"W, 430.18 feet;
 - 17) N61° 53' 22"W, 132.07 feet;
 - 18) N66° 50' 25"W, 269.33 feet;
 - 19) N70° 00' 35"W, 533.56 feet;
 - 20) N64° 43' 31"W, 286.40 feet;
 - 21) N66° 46' 23"W, 304.19 feet;
 - 22) N75° 07' 58"W, 108.54 feet;
 - 23) N67° 40' 40"W, 110.04 feet;
 - 24) N56° 51' 59"W, 111.24 feet;

- 25) Thence, leaving said existing barbed wire fence, N56° 51' 59"W, 139.91 feet along the northwesterly prolongation of said existing barbed wire fence to the northerly line of said Parcel One;
- 26) Thence, S89° 06' 55"E, 4,764.33 feet along said northerly line of said Parcel One to the point of beginning.

Area contains 126.70 acres, more or less.

END

###

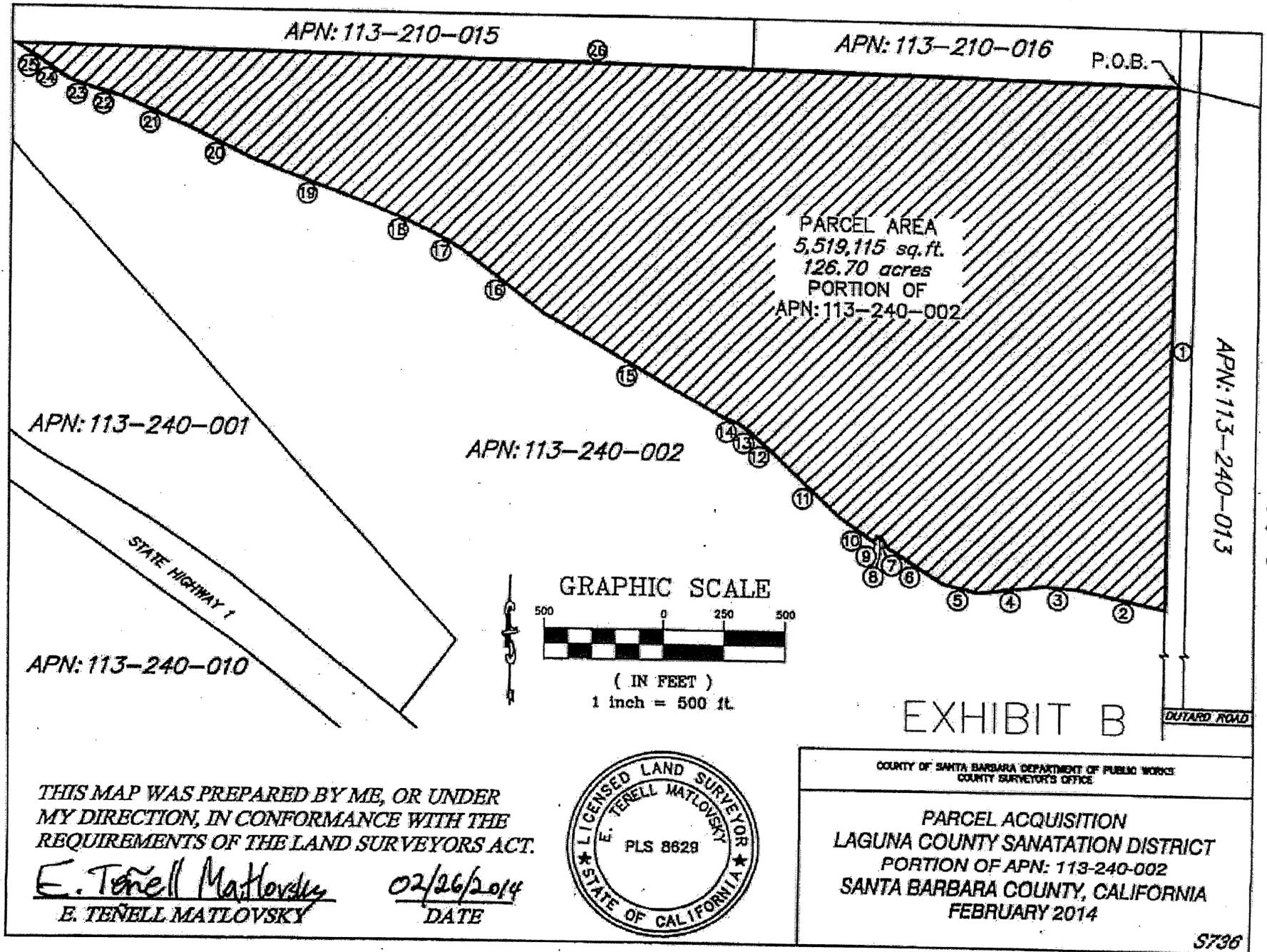
This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors Act.

E. Tenell Matlovsky
E. Tenell Matlovsky, PLS 8629



02/26/2014
Date

S736 Portion of APN 113-240-002



THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT.

E. Tenell Matlovsky
E. TENELL MATLOVSKY

02/26/2014
DATE



COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS
COUNTY SURVEYOR'S OFFICE

PARCEL ACQUISITION
LAGUNA COUNTY SANATATION DISTRICT
PORTION OF APN: 113-240-002
SANTA BARBARA COUNTY, CALIFORNIA
FEBRUARY 2014

5736

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the GRANT DEED dated March 3, 2014, 2014, from BETTERAVIA RANCHES LLC, a California Limited Liability Company, as Grantor, to LAGUNA COUNTY SANITATION DISTRICT, a political subdivision of the State of California, as Grantee, is hereby accepted by the Board of Directors of the Laguna County Sanitation District on April 22,, 2014 and the Laguna County Sanitation District consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this 22nd day of April, 2014

CLERK

EX-OFFICIO CLERK OF THE BOARD OF DIRECTORS OF THE the
LAGUNA COUNTY SANITATION DISTRICT

By: Russ Bender
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: Julianne L. Hardy
Deputy Counsel

Exhibit B
(Legal Description of APN 113-240-013)

1354124
RECORDING REQUESTED BY
FIRST AMERICAN TITLE

RECORDED AT REQUEST OF
AND TO BE RETURNED TO:
COUNTY REAL PROPERTY AGENT
123 East Anapamu Street
Santa Barbara, CA 93101

BB-023697	Rec Fee	.00
	Total	.00
Recorded		
Official Records		
County of		
Santa Barbara		
Kenneth A. Pettit		
Recorder		
8:00am 25-Apr-88	RO	7

No Tax Due

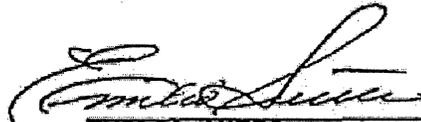
No fee per
Gov't Code 6103

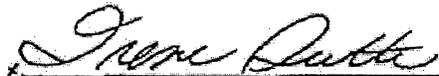
Project: Land Acquisition for
Laguna County Sanitation
District
Folio: YC 2187
APN: 113-200-13, and Portions
of 113-210-11 &
113-240-12
Agent: EWC

GRANT DEED

EMILIO SUTTI and IRENE SUTTI, husband and wife, and EDWARD SUTTI, a single man, do hereby grant and convey to the LAGUNA COUNTY SANITATION DISTRICT the real property in the County of Santa Barbara, State of California as described in Exhibit "A", attached hereto and incorporated by reference, reserving to the Grantors herein 40% of 100% of the oil, gas, gasoline, asphaltum and other hydrocarbons of whatever category in and under said land.

"GRANTORS"


EMILIO SUTTI


IRENE SUTTI

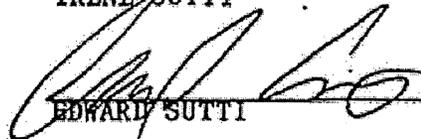

EDWARD SUTTI

EXHIBIT "A"

PARCEL ONE: FEE.

That portion of the Rancho Punta de la Laguna, in the County of Santa Barbara, State of California, lying in the south half of Section 31, Township 10 North, Range 34 West, San Bernardino Base and Meridian, and a portion of the north half of Section 6, Township 9 North, Range 34 West, San Bernardino Base and Meridian, and more particularly described as follows:

Beginning at the Southeast corner of the parcel of land conveyed by Stagner and Sons, Inc. to the Laguna County Sanitation District as described in a deed recorded October 2, 1959 as Instrument No. 35835 in Book 1678, Page 551 of Official Records in the Office of the County Recorder of the County of Santa Barbara, said point of beginning being also a point on the northerly boundary of the road known as Dutard Road, as shown in Book 46, Page 54 of Record of Surveys in the Office of the County Recorder of said County;

Thence 1st, along the easterly boundary of the Laguna County Sanitation District parcel North $00^{\circ}46'06''$ East, 871.20 feet to the Northeast corner thereof;

Thence 2nd, along the northerly boundary of said District parcel of land, North $89^{\circ}14'11''$ West, 1000 feet to the Northwest corner thereof, said corner also being on the westerly boundary of a parcel of land conveyed to Emilio Sutti, Irene Sutti and Edward Sutti as described in deed recorded April 10, 1973 in Book 2456, Page 79 of Official Records, in the Office of the County Recorder of said County;

Thence 3rd, along the westerly boundary of said Sutti parcel of land, North $00^{\circ}46'06''$ East, 3135.33 feet, to a point;

Thence 4th, into said Sutti parcel of land, South $77^{\circ}25'31''$ East, 1797.40 feet;

Thence 5th, South, 1845.17 feet;

Thence 6th, South 24°19'13" East, 1593.95 feet, to the northwesterly corner of the parcel of land conveyed to Joseph T. Horst, Judith L. Horst, Albert M. Ahumada and Marisela Ahumada as described in deed recorded May 6, 1987 as Instrument Number 1987-33378 of Official Records, in the Office of the County Recorder of said County;

Thence 7th, along the westerly boundary of said parcel of land, South 00°45'49" West, 350 feet, to the Southwest corner of said parcel and also being a point on the northerly boundary of Dutard Road;

Thence 8th, along the northerly boundary of Dutard Road, North 89°14'11" West, 1451.61 feet, to the point of beginning.

PARCEL TWO: FEE.

That portion of the Rancho Punta de la Laguna, in the County of Santa Barbara, State of California, lying in the north half of Section 36, Township 10 North, Range 35 West, San Bernardino Base and Meridian, and more particularly described as follows:

Beginning at the southwesterly corner of the parcel of land shown as PARCEL TWO as conveyed by Union Sugar Company to Emilio Sutti, Irene Sutti and Edward Sutti and as described in a deed recorded June 5, 1974 in Book 2519, Page 979 of Official Records, in the Office of the County Recorder of said County;

Thence 1st, along the westerly boundary of said parcel, North 00°52'20" East, 2827.82 feet, to the Northwest corner of said parcel;

Thence 2nd, along the northerly boundary of said parcel, South 89°59'38" East, 3537.47 feet;

Thence 3rd, leaving the northerly boundary, South 00°45'00" West, 2882.04 feet, to a point on the southerly boundary line of said parcel;

Thence 4th, along the southerly boundary line of said parcel, North 89°06'57" West, 3543.21 feet, to the point of beginning.

PARCEL THREE: FEE.

That portion of the Rancho Punta De La Laguna, in the County of Santa Barbara, State of California, lying in the south half of Section 26, Township 10 North, Range 35 West, San Bernardino Base and Meridian, and the north half of Section 35, Township 10 North, Range 35 West, San Bernardino Base and Meridian, and more particularly described as follows:

Beginning at the most southerly corner of the parcel of land shown as PARCEL THREE conveyed by Union Sugar Company to Emilio Sutti, Irene Sutti and Edward Sutti as described in deed recorded June 5, 1974, in Book 2519, Page 979 of Official Records, in the Office of the County Recorder of said County;

Thence 1st, along the southwesterly boundary of said parcel, North $44^{\circ}06'59''$ West, 3735.21 feet, to an angle point in said southwesterly boundary;

Thence 2nd, continuing along said southwesterly boundary, North $89^{\circ}09'01''$ West, 982.49 feet, to the most westerly corner of said parcel, and also being a point on the boundary common to the Rancho De La Laguna and Rancho Guadalupe;

Thence 3rd, along the said common Rancho boundary, North $30^{\circ}54'36''$ East, 2256.52 feet, to the most northerly corner of said above-mentioned Sutti parcel of land;

Thence 4th, along the northeasterly boundary of said Sutti parcel, South $53^{\circ}48'23''$ East, 3056.18 feet, to a point on the easterly boundary of above-mentioned Section 26;

Thence 5th, along the easterly boundary of said Sections 26 and 35, South $00^{\circ}52'20''$ West, 2827.82 feet, to the point of beginning.

PARCEL FOUR: EASEMENT

That portion of the Rancho Punta De La Laguna, in the County of Santa Barbara, State of California, lying in the north half of Section 36, Township 10 North, Range 35 West, San Bernardino Base and Meridian, and more particularly described as follows:

An easement and right of way for all the uses and purposes of a public road under, on, over, along and through a strip of land thirty (30) feet in width, between PARCEL ONE and PARCEL TWO, as hereinabove described, the southerly line of which strip is described as follows:

Commencing at the southwesterly corner of the parcel of land shown as PARCEL TWO as conveyed by Union Sugar Company to Emilio Sutti, Irene Sutti and Edward Sutti and as described in a deed recorded June 5, 1974 in Book 2519, Page 979 of Official Records, in the Office of the County Recorder of said County;

Thence, easterly along the southerly boundary line, North 89°06'57" East, 3543.21 feet, to the point of beginning;

Thence, North 89°06'57" East, 1738.16 feet, to the westerly boundary line of a 80-foot parcel of land conveyed to Pacific Gas and Electric Company as described in Deed recorded December 30, 1959 as Instrument No. 43736 in Book 1701, Page 385 of Official Records in the Office of the County Recorder of said County.

3208P

ACKNOWLEDGMENT OF GRANTORS

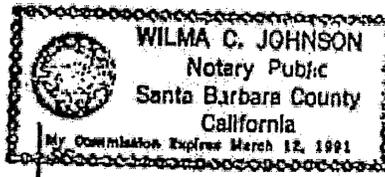
STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: ss.

On this 30th day of October, 1987, before me, the undersigned, a Deputy County Clerk in and for said county and state, personally appeared EMILIO SUTTI and EDWARD SUTTI, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

KENNETH A. PETTIT
COUNTY CLERK-RECORDER

WITNESS my hand and official seal

By: E. Winslow Collins
E. Winslow Collins
Deputy County Clerk



STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

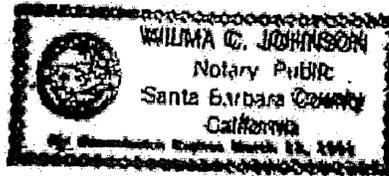
On this the 2nd day of November, 1987, before me the undersigned, a

Notary Public in and for said County and State, personally appeared IRENE SUTTI

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person _____ whose name is subscribed to the within instrument and acknowledged that she executed the same.

Wilma C. Johnson
Signature of Notary

FOR NOTARY SEAL OR STAMP



CAL-375 (Rev. 8-82) Ack. Individual

Staple

Staple

ACCEPTANCE BY DISTRICT

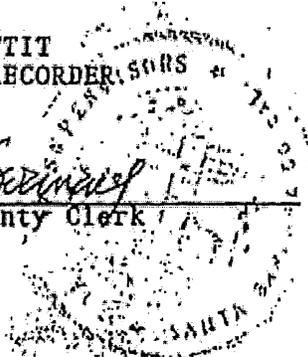
STATE OF CALIFORNIA,
COUNTY OF SANTA BARBARA: ss.

THIS IS TO CERTIFY that the interest in real property conveyed by the GRANT DEED dated January 19, 1988, from EMILIO SUTTI, IRENE SUTTI, AND EDWARD SUTTI to the LAGUNA COUNTY SANITATION DISTRICT, a special district, is hereby accepted by Order of the Board of Directors of the LAGUNA COUNTY SANITATION DISTRICT on January 19th, 1988 and the Grantee consents to recordation thereof by its duly authorized officer.

KENNETH A. PETTIT
COUNTY CLERK-RECORDER

WITNESS my hand and official seal

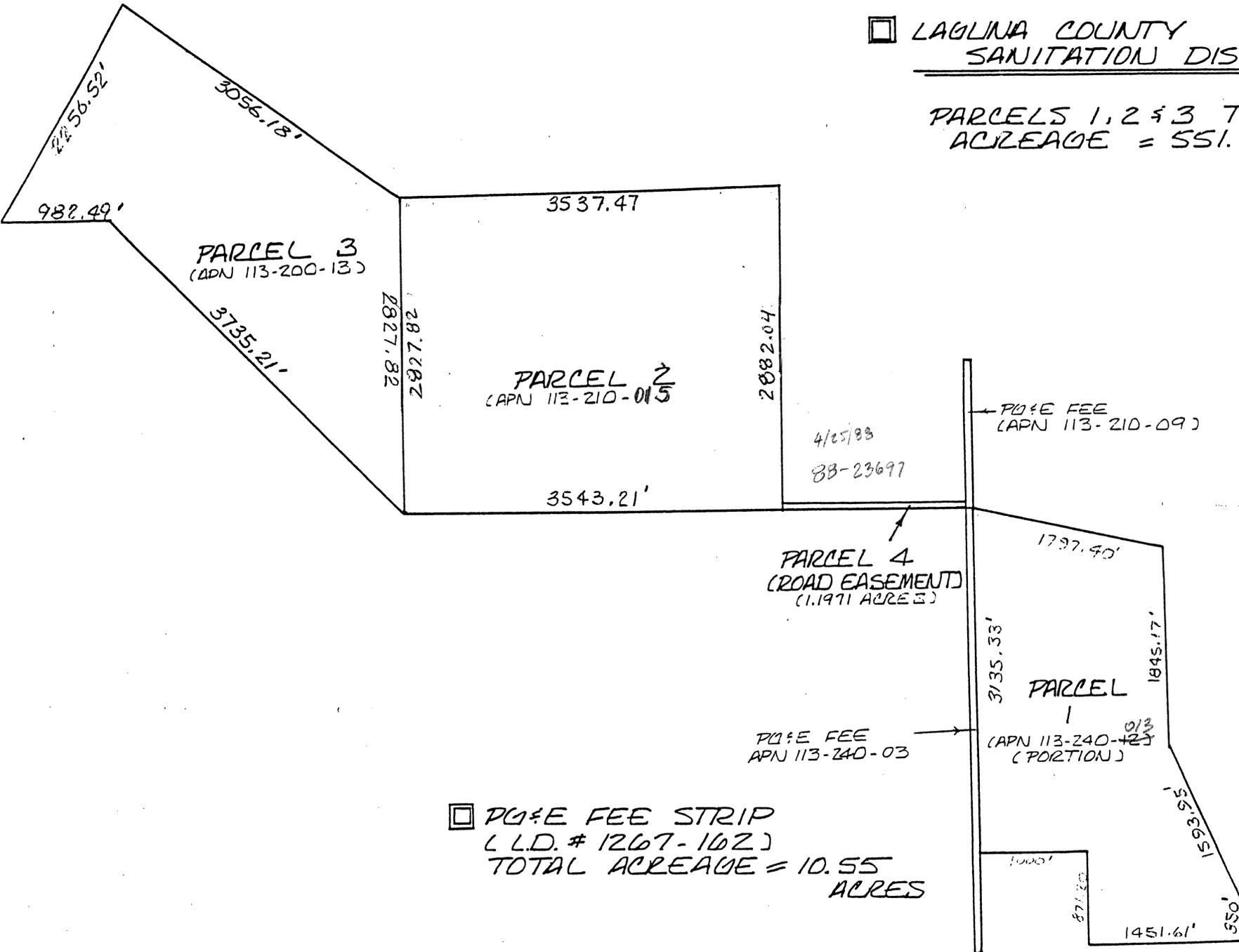
By: *Billy Swinney*
Deputy County Clerk



3215P

LAGUNA COUNTY
SANITATION DISTRICT

PARCELS 1, 2 & 3 TOTAL
ACREAGE = 551.25 ACRES



POSE FEE STRIP
(L.D. # 1267-162)
TOTAL ACREAGE = 10.55
ACRES

Exhibit C
(Conserved Area of APN 113-240-015)

EXHIBIT C

Conservation Easement Description (West Parcel)

That portion of the Rancho Punta de la Laguna, in the County of Santa Barbara, State of California and being a portion of Parcel One in the Grant Deed to Betteravia Properties, a General Partnership, recorded April 6, 1995 as Instrument No. 95-017981 of Official Records, in the Office of the County Recorder of said County described as follows:

Beginning at the Northeast corner of said Parcel One, being a 1-1/2" iron pipe with tag marked L.S. 3485 set on centerline of section 36 as shown on map filed in Book 87, Page 95 of Records of Surveys in the Office of said County Recorder;

- 1) Thence, S00°46'02"W, 2,163.87 feet along the easterly line of said Parcel One to a point being the intersection of the easterly line of said Parcel One with the southeasterly prolongation of a barbed wire fence bearing N77°49'59"W;
- 2) Thence, leaving said easterly line of Parcel One, N77°49'59" W, 376.35 feet to and along an existing barbed wire fence;

Thence, along said existing barbed wire fence the following 22 courses:

- 3) N86°22'45"W, 132.06 feet;
- 4) S82°57'27"W, 266.20 feet;
- 5) N76°27'41"W, 145.40 feet;
- 6) N58°11'09"W, 270.97 feet;
- 7) N27°39'59"W, 48.30 feet;
- 8) N86°06'18"W, 18.24 feet;
- 9) S34°56'30"W, 23.91 feet;
- 10) N55°07'38"W, 170.01 feet;
- 11) N46°01'16"W, 329.09 feet;
- 12) N48°15'57"W, 171.78 feet;
- 13) N51°46'10"W, 63.82 feet;
- 14) N69°42'50"W, 63.87 feet;
- 15) N61°07'49"W, 873.52 feet;
- 16) N53°11'33"W, 430.18 feet;
- 17) N61°53'22"W, 132.07 feet;
- 18) N66°50'25"W, 269.33 feet;
- 19) N70°00'35"W, 533.56 feet;
- 20) N64°43'31"W, 286.40 feet;
- 21) N66°46'23"W, 304.19 feet;
- 22) N75°07'58"W, 108.54 feet;
- 23) N67°40'40" W, 110.04 feet;
- 24) N56°51'59"W, 111.24 feet;

- 25) Thence, leaving said existing barbed wire fence, N56°51'59" W, 139.91 feet along the northwesterly prolongation of said existing barbed wire fence to the northerly line of said Parcel One;
- 26) Thence, S89°06'55"E, 4,764.33 feet along said northerly line of said Parcel One to the point of beginning.

Area contains 126.70 acres more or less.

Excepting therefrom, an undivided 50% of all oil, gas, hydrocarbon substances and minerals of whatever nature as reserved by Richard W. Christensen and June Christensen, as Trustees under the Will of Rosario Curletti, also known as Rosario Andrea Curletti, deceased and the Decree of Distribution of her Estate and their Successors in Title in Grant recorded May 31, 1990 as Instrument No. 90-36598 of Official Records, records of Santa Barbara County

End of Description




2/1/2019

Note: Parties interested in exercising their mineral rights will be responsible for obtaining all necessary environmental permits in addition to fully mitigating any impacts from surface disturbance.

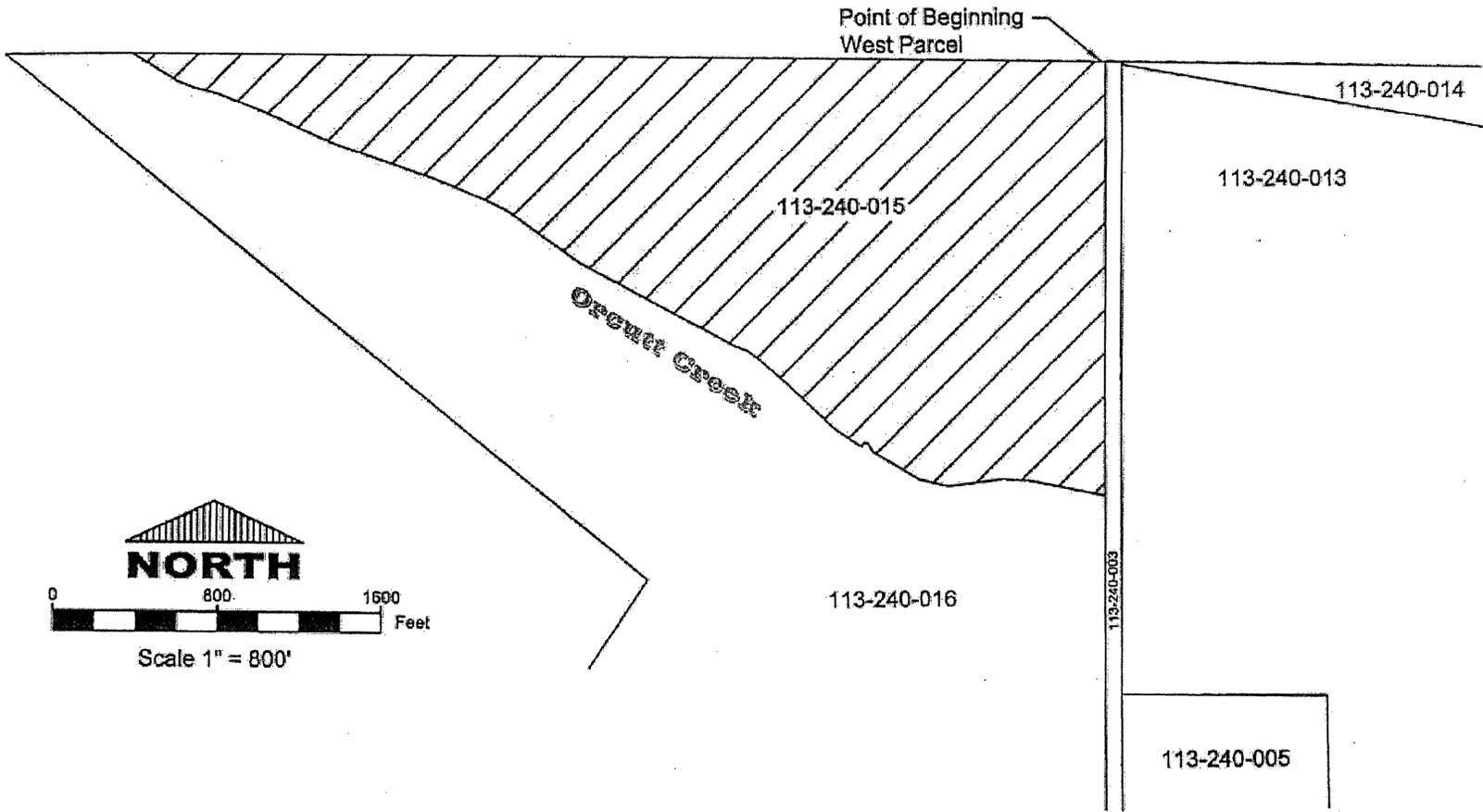


Exhibit
Conservation Area (West Parcel)



A Professional Land Surveying & Consulting Company
2605 South Miller Street, Suite 107
Santa Maria, CA 93455
805-680-1895 bus.
805-928-9713 fax
jon@jonmckellar.com
http://www.jonmckellar.com

Exhibit D
(Conserved Area of APN 113-240-013)

Exhibit D

Conservation Easement Description (East Parcel)

Being a 7.00 acre parcel of land within a portion of the Rancho Punta de la Laguna, in the County of Santa Barbara, State of California shown as the 152.56 acre parcel on the Record of Survey filed in Book 144 of Records of Survey, Page 95 in the Office of the County Recorder of said County described as follows:

Commencing at a found 1-1/2" iron pipe with tag marked L.S. 3485 on the northwesterly prolongation of the northerly line of said 152.56 acre parcel, said iron pipe also being the point of beginning as described in the Grant Deed recorded June 30, 2014 as Instrument No. 2014-29515 Official Records of said County and State; thence, S00°46'02"W, along the east line of the land described in said Grant Deed, 1,171.50 feet; thence, departing said east line, S89°13'58"E, 80.00 feet to a point in the west line of said 152.56 acre parcel and the TRUE POINT OF BEGINNING; thence,

1. S87°36'16"E, departing said west line and along the southerly face of an existing chain link fence, 80.58 feet to an angle point therein; thence,
2. S00°19'01"W, along the westerly face of said existing chain link fence, 49.61 feet to an angle point therein; thence,
3. N89°44'58"E, along the southerly face of said existing chain link fence, 110.22 feet to a point; thence,
4. S00°15'02"E, departing said fence, 59.85 feet; thence,
5. S34°20'43"W, 213.36 feet; thence,
6. S07°04'38"W, 228.45 feet; thence,
7. S05°18'38"E, 64.59 feet to the beginning of a curve concave northeasterly having a radius of 130.00 feet and a central angle of 96°29'07"; thence,
8. Southeasterly along the arc of said curve a distance of 218.92 feet; thence,
9. N78°12'14"E, 140.91 feet to the beginning of a curve concave southerly having a radius of 250.00 feet and a central angle of 59°06'37"; thence,
10. Southeasterly along the arc of said curve 257.92 feet; thence,
11. S42°41'09"E, 27.44 feet; thence,
12. S64°39'38"E, 214.50 feet; thence,
13. S85°45'04"E, 96.03 feet; thence,
14. S78°07'14"E, 120.17 feet; thence,
15. S19°29'57"W, 276.88 feet to a point in the northerly drip line of the existing willow trees along the accessory drainage feature known as Orcutt Creek as it exists as of the date of this description; thence,
16. Continuing along said northerly drip line, the following 16 courses; thence,
17. N58°02'17"W, 20.06 feet; thence,
18. N30°44'07"W, 92.75 feet; thence,

19. N81°57'35"W, 224.78 feet; thence,
20. N60°15'20"W, 239.07 feet; thence,
21. S52°22'55"W, 35.93 feet; thence,
22. S4°37'28"E, 15.57 feet; thence,
23. S77°19'56"W, 22.74 feet; thence,
24. N27°39'08"W, 20.55 feet; thence,
25. N76°09'13"W, 37.84 feet; thence,
26. S27°27'43"W, 16.46 feet; thence,
27. S88°16'43"W, 24.67 feet; thence,
28. N42°57'19"W, 29.65 feet; thence,
29. N82°55'56"W, 50.01 feet; thence,
30. S73°37'41"W, 163.45 feet; thence,
31. S48°21'07"W, 67.32 feet; thence,
32. S85°38'22"W, 24.46 feet to a point in the westerly line of said 152.56 acre parcel;
thence,
33. N00°46'02"E, along said westerly line, 1001.02 feet to the Point of Beginning.

Area contains 7.00 more or less

Excepting therefrom, 60% of 100% of the oil, gas, gasoline, asphaltum and other hydrocarbons of whatever category in and under said lands as conveyed by Union Sugar Company, a California Company, to SMV Minerals, Inc., a California Corporation, by deed recorded June 15, 1972 as Instrument No. 22088 in Book 2406, Page 199 of Official Records.



End of Description


3/5/2019

Note:

Parties interested in exercising their mineral rights will be responsible for obtaining all necessary environmental permits in addition of fully mitigation any impacts from surface disturbance"

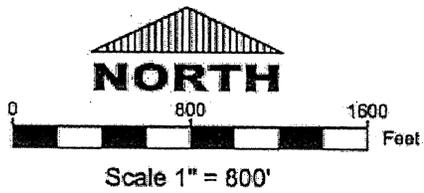
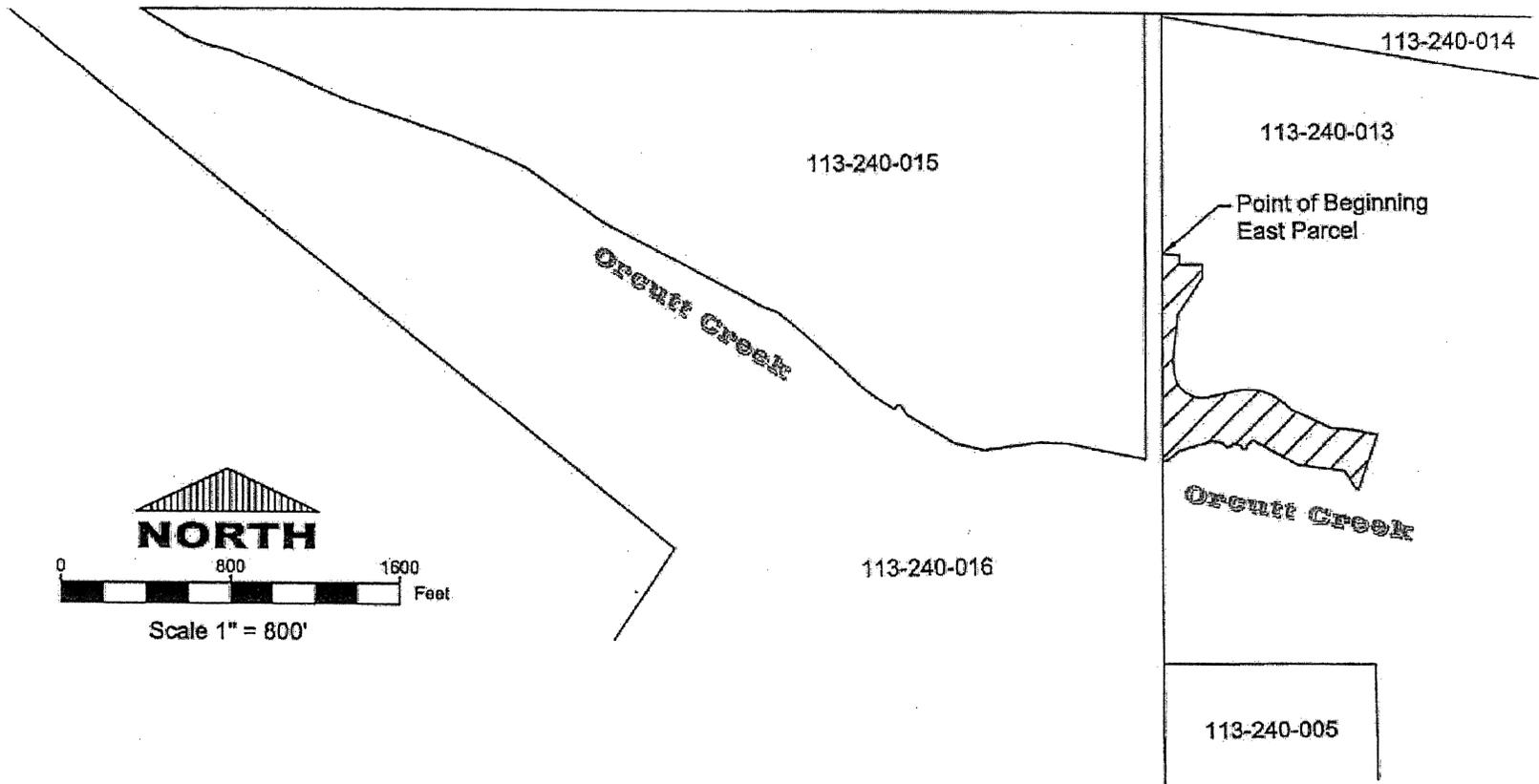


Exhibit
 Conservation Area (East Parcel)

113-240-005



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