

RECORDING AT REQUEST OF
AND TO BE RETURNED TO:
PLANNING & DEVELOPMENT
123 East Anapamu Street
Santa Barbara, California 93101

Attn: Anne Almy, Supervising Planner

No recording fee pursuant to Government Code section 6103

**COVENANT TO PRESERVE AGRICULTURAL RESOURCES
CONSISTENT WITH AGRICULTURAL ZONING
AND LAND USE DESIGNATIONS**

This COVENANT TO PRESERVE AGRICULTURAL RESOURCES CONSISTENT WITH AGRICULTURAL ZONING AND LAND USE DESIGNATIONS (herein the "Agreement") is made this ___ day of _____, 2009 by and between St. Athanasius Orthodox Church, a California non-profit corporation (herein the "Church") and the County of Santa Barbara, a subdivision of the State of California (herein the "County").

RECITALS

WHEREAS, Church is the owner in fee simple of certain real property, located in the unincorporated area of the County of Santa Barbara, commonly known as 5441 Hollister Avenue, Santa Barbara, California and more particularly described by deeds recorded on May 30, 1997 as Instrument Nos. 97-030237 and 97-030238 of Official Records in the Office of the County Recorder of Santa Barbara County, California (herein the "Property"); and

WHEREAS an agricultural production area (herein the "Resource") is located on a portion of the Property; and

WHEREAS, Church has applied to County for approval of a Conditional Use Permit on the Property (01 CUP-00000-000152) to allow the construction of a 4.6 acre church complex under the provisions of Article III zoned AG-I-10 (the "Application"); and

WHEREAS, as a Condition of Approval of the Conditional Use Permit, County was instructed to preserve the remaining acres not proposed for development in agriculture; and

WHEREAS, this Agreement is made for the purpose of preserving the Resource for the benefit of the citizens of Santa Barbara County until such time as County redesignates and rezones the Property to a non-agricultural land use designation.

NOW, THEREFORE, Church hereby agrees to preserve the land use of the Resource for the time period set forth below for agricultural uses (herein the "Preserve").

1. DESCRIPTION OF THE RESOURCE. The Resource is described in Exhibit "A" attached hereto and incorporated herein by this reference.

2. PURPOSE OF THE PRESERVE. The purpose of this Preserve is to impose upon Church the obligation to maintain the Resource as an agricultural area and to ensure that the Preserve is not prematurely developed for non-agricultural uses, thereby ensuring consistency of the Property with the agricultural protection policies in the Goleta Community Plan.

3. EFFECT ON OTHER RIGHTS. Notwithstanding any of the provisions of this Agreement, nothing herein shall interfere with the rights of any party, if any, under existing private or public easements located within the Property.

4. RESTRICTIONS ON USE. Church covenants and agrees for themselves, its successors and assigns, that Church, its successors and assigns shall not erect, place or maintain any non-agricultural improvement, building or structure on the Resource or use the Resource in any way which is inconsistent with the County's General Plan and Goleta Community Plan land use designations while this Agreement is in force and effect.

5. RESERVATION OF RIGHTS. Church reserves to itself, its successors and assigns, the right to enter upon and use the Resource for agricultural purposes. Said rights are reserved for the benefit of Church and its successors and assigns, as appurtenant rights to ownership of the Property and for such other persons as Church or Church's successors or assigns may permit to engage in such uses.

6. SUBJECT TO CONDITIONS OF RECORD. This Agreement is subject to all rights, covenants, conditions, easements and other matters of record and shall not abrogate, impair or otherwise affect any rights that persons other than Church may have to use the Property or Resource pursuant to any such rights, covenants, conditions, easements and other matters of record.

7. PUBLIC ACCESS NOT AUTHORIZED. This Agreement does not grant any right to the public or to County to enter onto the Property or the Resource or to conduct thereon any activity whatsoever.

8. AGREEMENT TO PRESERVE ONLY. Nothing contained herein shall be construed as a grant or other conveyance to County or any other party, including without limitation the public, of the fee simple interest in the Property or any portion thereof, or a right to access or entry for any purpose. Church expressly reserves to itself and its successors or assigns such fee simple interest and the right to convey to any person or entity such fee simple interest and such other rights to all or a portion of the Property subject to the rights of the County herein.

9. TERMINATION OF THIS AGREEMENT. This Agreement shall terminate and become null and void upon modification by the County Board of Supervisors of the County General Plan, Goleta Community Plan and Zoning Code so as to allow the Resource described in Exhibit A to be used or developed for uses other than agriculture.

10. SUBSEQUENT TRANSFERS. Church and its successors and assigns agree to incorporate by reference the terms of this Agreement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property and the Resource. The

Church and its successors and assigns further agree to provide written notice to the County of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of the Church or its successors or assigns to perform any act required by this paragraph shall not impair the validity of this Agreement or limit its enforceability in any way.

11. **SUBORDINATION.** If at the time of the execution of this Agreement, the Property and the Resource are subject to any mortgage or deed of trust encumbering the Property and the Resource, Church shall obtain from the holder of any such mortgage or deed of trust an agreement to subordinate its rights in the Agreement to the extent necessary for the County to enforce the purpose of this Agreement in perpetuity and to prevent any modification or extinguishment of this Agreement by the exercise of the mortgage or deed of trust holder.

This Agreement shall be effective commencing _____, 2009. This Agreement shall be recorded in the office of the Santa Barbara County Recorder.

IN WITNESS WHEREOF, the parties hereto have made this COVENANT TO PRESERVE AGRICULTURAL RESOURCES CONSISTENT WITH AGRICULTURAL ZONING AND LAND USE DESIGNATIONS on the date indicated above:

Dated: April 14, 2009

CHURCH
ST. ANTHANASIUS ORTHODOX CHURCH

By: Fr. Nicholas Speier
Fr. Nicholas Speier

By: Daniel E. Braun
Daniel E. Braun

ACKNOWLEDGEMENT

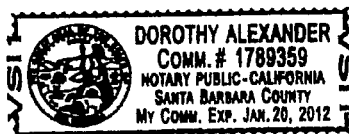
State of California
County of Santa Barbara

On 14 April 2009, before me, Dorothy Alexander, a Notary Public, personally appeared Fr. Nicholas Speier and Daniel E. Braun, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

Dorothy Alexander



Dated: _____, 2009

COUNTY
THE COUNTY OF SANTA BARBARA
a Subdivision of the State of California

By: _____
Joseph Centeno,
Chair, Board of Supervisors

ACKNOWLEDGEMENT

State of California
County of Santa Barbara

On _____, before me, _____, a Notary Public, personally appeared Joseph Centeno, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

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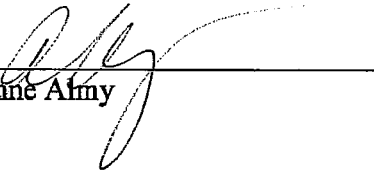
ATTEST:

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy Clerk

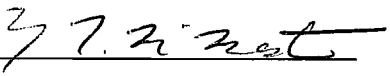
APPROVED AS TO FORM.

COUNTY OF SANTA BARBARA
PLANNING & DEVELOPMENT

By: 
Anne Army

APPROVED AS TO FORM.

DENNIS A. MARSHALL, COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO FORM.

REETZ, FOX & BARTLETT LLP

By: 
Terry A. Bartlett