

**Recording requested by**  
County of Santa Barbara

**When recorded mail to:**

County of Santa Barbara  
County Executive Office  
Attn: Ted Teyber, Principal  
Analyst  
105 E. Anapamu St.  
Santa Barbara, CA 93101

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No Fee per Cal. Gov. Code 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 055-020-034

**CONSERVATION EASEMENT  
DEED and AGREEMENT**

This Conservation Easement Deed and Agreement ("Conservation Easement") is granted on this \_\_\_\_ day of \_\_\_\_\_, 2023, by the CITY OF SANTA BARBARA, a charter city and municipal corporation of the State of California, ("GRANTOR"), to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("COUNTY"), each a "party" and together the "parties" to this Conservation Easement, for the purpose of establishing in perpetuity the Conservation Easement and associated rights described below.

**Recitals**

A. Grantor owns approximately 14.19 acres, located in the County of Santa Barbara, as described in Attachment "A" and illustrated on Attachment "B," attached hereto and incorporated herein by this reference ("Property") (APN 055-020-034); and

B. GRANTOR desires to grant a conservation easement over the entire Property to COUNTY to preserve Conservation Values as described below; and

C. COUNTY is organized and operating under the laws of the State of California and authorized to acquire and hold title to real property and, as such, COUNTY is authorized to acquire and hold a conservation easement in accordance with the terms of Section 815.3 of the California Civil Code; and

D. The Property possesses the following environmental attributes that are of great importance to the people of the City of Santa Barbara and Santa Barbara County: natural conditions, scenery, open space, fish, plant and wildlife habitat, and a relatively natural riparian corridor (the "Conservation Values"); and

E. The Conservation Values are established, in part, from an unrecorded 2023 baseline report on the resource values of the Property, which report is attached hereto as Exhibit C; and

F. GRANTOR agrees to convey to COUNTY and COUNTY agrees to accept from GRANTOR this Conservation Easement to assure that the Conservation Values will be conserved and sustained forever as provided in this Conservation Easement, and that uses of the land that are inconsistent with the Purpose (as defined herein below) will be prevented or corrected; and

G. COUNTY recognizes that the Conservation Values associated with the physical environment of the Property depend on the future good stewardship decisions of GRANTOR, and its successors. GRANTOR is entrusted with those future management decisions, provided that any changes do not significantly impair the Conservation Values. COUNTY is entrusted with determining that the Conservation Values are protected.

### **Deed and Agreement**

In consideration of the recitals set forth above, and in consideration of their mutual promises and covenants, GRANTOR hereby grants and conveys to COUNTY, and all successors and assigns, and COUNTY hereby accepts, a perpetual Conservation Easement as defined by Section 815.1 of the Conservation Easement Act of 1979 (California Civil Code Section 815, *et seq.*), of the nature and character described in this Conservation Easement.

1. **PURPOSE.** The Purpose of this Conservation Easement is to prevent any use of the entire Property that will materially impair or interfere with the Conservation Values ("Purpose"). The parties intend that this Conservation Easement will limit the use of the Property to activities that are not inconsistent with the Purpose, including, without limitation, those involving the preservation and protection of the Conservation Values.

2. **AFFIRMATIVE RIGHTS CONVEYED TO COUNTY.** To accomplish the Purpose, Grantor hereby conveys the following rights and interests to COUNTY:

(a) **Identify Resources and Values.** To identify, preserve and protect in perpetuity the character, use, utility, soil and water quality, and the Conservation Values of the Easement Area.

(b) **Monitor Uses and Practices.** To enter upon, inspect, observe, and study the Property for the purposes of identifying the current uses and practices thereon and to monitor the uses and practices of the Property to determine whether they are consistent with this Conservation Easement. Such entry shall be permitted upon at least five (5) business days' prior written notice to GRANTOR, and shall be made from the driveway on Foothill Road in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property. Except in cases where County determines, in its reasonable discretion, that immediate entry at any time is required to investigate a use or condition on the Conservation Easement area in order to prevent, terminate, or mitigate a violation or potential violation of the terms of this

Conservation Easement, such entry shall be permitted only during standard business hours (Monday through Friday, 8am – 6pm Pacific Time) and upon at least 48 hours' prior notice to Grantor and shall be made in a manner that will not unreasonably interfere with Grantor's use and quiet enjoyment of the Conservation Easement area.

(c) **Prevent Inconsistent Uses.** To prevent or enjoin any activity on or use of the Property that is inconsistent with the Purpose, or otherwise in violation of the terms and conditions of this Conservation Easement, and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use. However, it is not the intent of the parties to limit GRANTOR's discretion to implement uses and management practices in the Property, as described in Paragraph 3 below and provided that those uses and practices are consistent with the terms of this Conservation Easement.

**3. PERMITTED USES AND PRACTICES.** GRANTOR and COUNTY intend that this Conservation Easement shall limit the uses of the Property to conservation activities that are consistent with the Purpose and such other related uses as are described herein. The following uses and practices, if in accordance with federal, state and county laws and ordinances, and in a manner to minimize impact on the Conservation Values are specifically permitted:

(a) **Existing Improvements:** Any existing improvements constructed in conformance with applicable laws on the Property may be repaired, and replaced at their existing locations.

(b) **Additional Structures and Improvements:** Grantor may enlarge existing structures and construct new structures that are reasonably necessary to support activities that take place solely to protect and promote the Conservation Values on the Property; provided together that any enlargement of existing structures exceeding twenty percent (20%) of the existing footprint or the construction of new structures shall require the prior written consent of COUNTY, as set forth in Paragraph 6 below.

(c) **Grading, Mowing, and Vegetation Removal:** Soil grading in conjunction with permitted activities under this Conservation Easement or to control erosion in accordance with sound, generally accepted management practices is permitted. Any other grading is not permitted without the prior written approval from the COUNTY, as set forth in Paragraph 6 below. Mowing is allowed in the Property, in accordance with sound, generally accepted management practices. GRANTOR also may remove dead or diseased vegetation, clear and trim native trees and vegetation to maintain defensible space, pursuant to the requirements of the County of Santa Barbara fire department, around permitted infrastructure; to prevent personal injury or property damage such as flood or fire; to control insects and disease; or to promote the ecological health of the trees or vegetative community. In addition, in a bona fide emergency situation only, GRANTOR may maintain firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire), trim or remove brush, and otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire, without prior notice to and approval of COUNTY; provided, however, that GRANTOR shall provide notice to COUNTY of such activities as soon after undertaking such activities as reasonably feasible under the circumstances.

(d) **Fences:** Existing fences may be repaired or replaced at their existing locations for purposes of reasonable and customary management of the Property. New fences may be constructed for such purposes without further permission from COUNTY, provided that any new fence shall be sited and designed in accordance with the Purpose and will not materially impair or interfere with the Conservation Values. New Fences must be wildlife-friendly.

(e) **Water Resources:** An irrigation system consisting of tanks and drip lines, and/or watering trucks may be used in the Property for the purpose of maintaining plant species as are reasonably necessary to contribute to the preservation and protection of the Conservation Values and Conservation Easement Purpose and preventing dust within the Property. Any other artificial surface water reservoirs, water resources, water-related improvements, or ponds may not be developed or maintained in the Property without prior approval of the COUNTY, as set forth in Paragraph 6 below.

(f) **Control of Plants and Animals:** Predatory, invasive, problem (i.e., pests, bullfrogs), and non-native plants and animals may be controlled by the use of selective control techniques consistent with preservation of the Conservation Values on the Property. As used in this Conservation Easement, "selective control techniques" mean the use of techniques or methods that are targeted to control predatory, invasive, or non-native plants and animals with the least practicable impact on humans and other plants or animals.

(g) **Utility Easements:** With approval by County, as set forth in Paragraph 6, utility easements may be granted to public and quasi-public utilities, so long as such easements are subject to this Conservation Easement and will not materially impair or interfere with the Conservation Values. Any proceeds from the sale of a utility easement shall be used by GRANTOR for operation and maintenance of the Property.

(h) **Roads:** Any existing roads on the Property may be used, maintained, and repaired by the GRANTOR. All new roads within the Property shall be limited to light dirt roads used for operations, maintenance, and emergencies only.

(i) **Creek Management.** To manage the creek and creek-front areas of the Property (including, but not limited to, flood control management, creek restoration, which may include removal of trees and other vegetation) as required by prudent property management practices, or by utility and other easements existing on the Property as of the date of this Conservation Easement or as required by applicable laws, regulations, codes, rules or other governmental requirements.

(j) **Signs.** Signs describing the permitted activities in the Property, erected to control unauthorized entry or use, or as required by COUNTY in preserving the Property, or by the GRANTOR are permitted, so long as such signs do not materially impair or interfere with the Conservation Values. Except as specifically authorized by Paragraph 3 above, or approved by County, signs are prohibited.

(k) **Access.** GRANTOR and COUNTY may traverse the Conservation Easement area as provided herein. In addition, police and other public safety organizations and their personnel may enter the Conservation Easement area to address any legitimate public health or safety matter.

**4. PROHIBITED AND LIMITED USES.** Unless otherwise permitted under this Conservation Easement, any activity on or use of the Property that is inconsistent with the Purpose or would materially impair or interfere with the Conservation Values is prohibited. GRANTOR shall not perform, or knowingly allow others to perform, any act or use on or affecting the Property in conflict with the covenants set forth in this Conservation Easement. Without limiting the generality of the foregoing, the following activities and uses are deemed inconsistent with the Purpose of this Conservation Easement and are expressly prohibited:

(a) **Residential Use.** Construction and use of any residential and accessory structures within the Property is prohibited.

(b) **Subdivision.** GRANTOR shall not apply for or otherwise seek recognition of additional legal parcels within the Property based on certificates of compliance or any other authority. Notwithstanding the existence of legal parcels, assessor's parcels, or the previous granting of certificates of compliance by public agencies, the following uses are inconsistent with the Purpose and are prohibited: (i) the division or subdivision of the Property (whether by physical, legal, or any other process); and (ii) the sale or conveyance of any portion of the Property, separate from the sale or conveyance of the Property as a whole.

(c) **Development Rights.** GRANTOR hereby grants to COUNTY all development rights, except as specifically reserved to GRANTOR in this Easement, that are now or may later be allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded and described, or to any other property adjacent or otherwise. The Property may not be used for the purpose of calculating permissible development or lot yield of any other property.

(d) **Construction of Buildings, Facilities and Other Structures.** The construction of any structure of any type within the Property, unless specifically authorized by Paragraph 3 above, is prohibited.

(e) **Signs.** No billboards shall be erected in the Property. Signs describing the permitted activities in the Property, erected to control unauthorized entry or use, or as required by COUNTY in preserving the Property, or by the GRANTOR are permitted, so long as such signs do not materially impair or interfere with the Conservation Values.

(f) **Paving and Road Construction.** GRANTOR may not pave any existing unpaved road or construct any new paved road within the Property, whether for access or for another purpose, without prior notice to and approval of COUNTY, as set forth in Paragraph 6 below. COUNTY's approval of additional road paving or construction shall be based upon a demonstration that the proposed improvements and location of any such road is consistent with the Purpose. GRANTOR may relocate existing unpaved roads within the Property as unpaved roads, provided that abandoned roads shall be allowed to return to a natural condition as may be permitted under this Conservation Easement. For purposes of this Paragraph, references to "paving" shall include covering of the soil surface with concrete, asphalt, or other impervious material, provided that in order to make unpaved roads passable, GRANTOR may apply a limited amount of gravel sufficient to maintain a light dirt road to existing or future unpaved

roads in the Property.

(g) **Motorized Vehicles.** The use of motorized vehicles off of roads within the Property is prohibited, except by GRANTOR for management uses of the Property; provided that other uses of motorized and/or off-road vehicles may be permitted within the Property when necessary for maintenance of utilities, retrieval of animals and plants, use of the Property by persons with disabilities, or for emergency purposes in accordance with Paragraph 3. Motorized vehicle races and the construction of motorized off-road vehicle courses are specifically prohibited on the Conservation Easement Area.

(h) **Erosion.** Any use or activity that causes significant degradation of topsoil quality, pollution or an increase in the risk of erosion in the Property is prohibited.

(i) **Mining.**

(i) Surface Mining. The mining, extraction, or removal of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method, is prohibited in the Property.

(ii) Mineral Rights. Any right, title, and interest in subsurface oil, gas, and minerals shall not be sold separately from the surface property, and the manner of exploration for, and extraction of any oil, gas or minerals shall be only by a subsurface method, and shall not materially impair or interfere with the Conservation Values of the Property, and shall not involve disturbance of the surface of the Property.

(j) **Watercourses.** Except for creek restoration and water quality improvement purposes (including biotechnical bed and bank stabilization), the alteration or manipulation of watercourses located on the Property is prohibited.

(k) **Native Tree and Vegetation Management.** Cutting or clearing of native trees and vegetation is prohibited in areas outside of roads, trails and utility easements, except as provided below. Control (using selective control techniques) and removal of non-native invasive vegetation is permitted and encouraged. GRANTOR may clear or trim native trees and vegetation only:

(i) To maintain defensible space, pursuant to the requirements of the Fire Department with jurisdiction, around existing structures, roads and utilities.

(ii) In an emergency when necessary to prevent personal injury or property damage such as flood or fire. GRANTOR shall notify COUNTY prior to or as soon as possible after beginning any emergency clearing as set forth in Paragraph 6 below.

(iii) To control insects and disease or promote the ecological health of the trees or vegetative community, including thinning of undergrowth and removal of senescent, dead and decadent plant material, under the direction of a qualified biologist or certified arborist and in a manner consistent with the Conservation Values.

(iv) To protect and preserve the Property under the direction of a qualified biologist.

(v) As part of a native habitat restoration project or program.

**(I) Trash.** The disposal, dumping, or accumulation of any kind of trash, refuse or derelict equipment in the Property is prohibited.

**(m) Agricultural Intensification and Other Incompatible Uses.** There shall be no disking, row crop cultivation, vineyard installation, plowing, agricultural grading or till operations within the Property. The use of the Property for construction or operation of a golf course, or similar high intensity activity is prohibited.

**(n) Industrial and Non-agricultural Commercial Uses.** All industrial and commercial uses of the Property not expressly authorized herein are prohibited. Nothing in this Paragraph will prohibit the GRANTOR from charging a fee or allowing a fee to be charged for passive recreational activities where needed to defray the cost of such activities, for example, providing a docent or wildlife biologist for guided activities. However, no fees shall be charged for Property admittance alone.

**(o) Animal Feedlots or Greenhouses.** The construction, maintenance, or use of any animal feedlot, livestock pen or greenhouse structure in the Property is prohibited.

**(p) Storage of Excess Material.** Long-term (longer than three (3) consecutive months) storage of excess material (pipes, lumber, and other construction material for work to be done on the Property, etc.) is prohibited.

**(q) Harm to Native Mammals.** Except as provided in Section 3(f) above, poisoning, trapping, shooting, or otherwise harming native mammals or their burrows within Property is prohibited without the prior written approval of COUNTY as set forth in Paragraph 6 below.

**(r) Hunting Uses.** Recreational hunting is not permitted on the Property.

**(s) Mitigation Use of Property.** Use of the Property for mitigation purposes is expressly prohibited. GRANTOR shall not use or allow the use of any portion of the Property for mitigation purposes.

**(t) Transfer of the Property.** GRANTOR shall not transfer the Property (or any interest in it) without the prior written approval of COUNTY.

**(u) Use of the Property as Security for a Debt.** GRANTOR shall not use the Property as security for any debt.

**(v) Use of the Property for Solar or Wind Energy Generation.** Use of the property for solar or wind energy generation is prohibited, except for use of solar panels on buildings on the Property to provide energy to those buildings.

5. **RESERVED RIGHTS.** GRANTOR reserves to itself, and to its 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 Property that are not expressly prohibited herein and are not inconsistent with the Purpose of this Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) **Water Rights.** GRANTOR shall retain, maintain and preserve the right to use all water rights associated with the Property, consistent with preservation of the Conservation Values on the Property. GRANTOR may not transfer, encumber, lease, sell, or otherwise separate any water rights from the Property.

(b) **Mineral Rights.** GRANTOR reserves all right, title, and interest in subsurface oil, gas, and minerals, subject to Paragraph 4(i) above.

(c) **Responsibilities Not Affected.** Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the COUNTY or in any way to affect any existing obligation of GRANTOR, as owner of the Property. Among other things, this shall apply to:

(i) **Taxes/Special Assessments.** GRANTOR is a tax exempt public entity. However, if the Property is ever subject to taxation, GRANTOR shall pay before delinquency all taxes, assessments, fees and charges of whatever description legally and properly levied on or assessed against the Property. If COUNTY is ever required to pay any taxes or assessments on the Property, GRANTOR will promptly reimburse COUNTY for the same. Nothing in this Paragraph shall be construed to impose any tax or tax obligation upon GRANTOR or the Property.

(ii) **Upkeep and Maintenance.** GRANTOR shall be solely responsible for the upkeep and maintenance of the Property. COUNTY shall have no obligation for the upkeep or maintenance of the Property.

(iii) **Liability and Indemnification.** In view of COUNTY's negative rights, limited access to the land, and lack of active involvement in the day-to-day management activities on the Property, GRANTOR shall indemnify, protect, defend and hold COUNTY, its officers, directors, members, employees, contractors, legal representatives, agents, successors, and assigns harmless from and against all liabilities, costs, losses, orders, liens, penalties, damages, expenses, or causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, or any other costs or liabilities resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless arising from the sole negligence or willful misconduct of the COUNTY. COUNTY shall be named as an additional insured on all of GRANTOR's third-party insurance policies related to the Property.

6. **NOTICE AND APPROVAL.** The purpose of requiring GRANTOR to notify



COUNTY is to obtain COUNTY's approval before undertaking certain permitted activities and to afford COUNTY an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the Purpose of this Conservation Easement. GRANTOR shall provide notice to COUNTY whenever notice and approval are required as set forth in this Conservation Easement. GRANTOR shall notify COUNTY in writing not less than 30 days prior to the date GRANTOR intends to undertake the activity in question. GRANTOR's notice shall describe the nature, scope, design, location, and any other material aspect of the proposed activity in sufficient detail to permit COUNTY to make an informed judgment as to its compliance with this Conservation Easement. COUNTY shall respond in writing as soon as possible but in no event less than 180 days of receipt of GRANTOR's written request. COUNTY'S approval may be withheld only upon a reasonable determination by COUNTY that the action as proposed would be inconsistent with the Purpose of this Conservation Easement, and any denial of approval must be accompanied by written reasons for such denial.

## **7. PROPERTY MANAGEMENT AND ISSUE RESOLUTION.**

(a) **Management Practices.** GRANTOR recognizes that the Conservation Values of the Property are best protected if all operations are conducted in accordance with generally accepted, sustainable practices that address soil and water conservation, erosion control, pest management, nutrient management, and habitat protection. GRANTOR has responsibility under this Conservation Easement to undertake regular monitoring of the Property. Monitoring will also consider issues such as site potential, weather conditions, unusual economic circumstances, vegetative variety and quality and trends in resource conditions.

(b) **Management Plan.** If in the future a management plan is needed and developed for the Property, then the preservation activities for the Property shall be governed by the terms of this Conservation Easement and the plan.

(c) **Mediation and Arbitration.** If a dispute arises between the parties concerning the consistency of any existing or proposed use, structure or activity with the language and purpose of this Conservation Easement, the parties will use good faith efforts to resolve the dispute. If both parties agree, the dispute may be mediated by one to three persons familiar with agricultural and conservation practices and conservation easements in Santa Barbara County. If both parties agree, they may next proceed to arbitration. This provision does not limit a party's right to seek legal redress by filing suit, including when extraordinary relief or injunction is necessary to protect against irreparable injury as provided in herein.

(d) **Notice of Violation.** Where GRANTOR is alleged to be in violation of this Conservation Easement, COUNTY may give GRANTOR written notice of a violation. Not later than 14 days after the delivery of such written notice, the parties shall meet to discuss the circumstances of the violation and to attempt to agree on appropriate corrective action. If the parties are unable to agree on corrective action, COUNTY may demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore that portion of the Property so injured and may pursue appropriate legal action.

(e) **Judicial Enforcement; Injunctive Relief.** When an ongoing or imminent

violation of this Conservation Easement could substantially diminish or impair the Conservation Values of the Property, or if GRANTOR fails to cure a violation within a 30 day period after receipt of notice thereof from COUNTY or fails to continue diligently to cure such violation until finally cured, then COUNTY may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation 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 Conservation 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.

(f) **Damages.** COUNTY, shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any of the Conservation Values protected by this Conservation Easement, including, without limitation, damages for the loss of Conservation Values. Without limiting GRANTOR's liability therefore, COUNTY shall apply any damages recovered to the cost of undertaking any corrective action in the Property.

(g) **Scope of Relief.** COUNTY's rights under this Paragraph shall apply equally to threatened as well as actual violations of the terms of this Conservation Easement, and GRANTOR agrees that COUNTY's remedies at law for any violation of the terms hereof are inadequate and that COUNTY shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which COUNTY 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. COUNTY'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. Furthermore, the provisions of California Civil Code Section 815 *et seq.*, are incorporated herein by this reference and this Conservation Easement is made subject to all of the rights and remedies set forth therein. COUNTY retains the discretion to choose the appropriate method to enforce the provisions of this Conservation Easement, and shall not be required to exhaust the provisions of one subsection hereof in order to be entitled to the benefits of another.

(h) **Costs of Enforcement.** Any reasonable costs incurred by COUNTY in non-judicial enforcement of the terms of this Conservation Easement against GRANTOR, and any costs of restoration necessitated by GRANTOR in violation of the terms hereof shall be borne by GRANTOR; provided however that GRANTOR shall not be responsible for the costs of restoration necessary to remedy damage to the Property caused by the conduct of third parties acting without permission or knowledge of GRANTOR. The prevailing party in any judicial action brought pursuant to the provisions of this Conservation Easement, including without limitation mediation or arbitration, shall be entitled to recovery of its reasonable costs of suit, including, without limitation, attorneys' and experts' fees, from the other party.

(i) **Enforcement Discretion.** Enforcement of the terms of this Conservation Easement shall be at the discretion of COUNTY and any forbearance by COUNTY to exercise their rights hereunder shall not be deemed or construed to be a waiver by COUNTY of such rights or of any subsequent breach of the same or any other terms of this Conservation Easement, or of their rights hereunder. No delay or omission by COUNTY in the exercise of any right or remedy upon any breach by GRANTOR shall impair such right or remedy or be construed as a waiver, and GRANTOR hereby waives any defense of laches, estoppel or

prescription.

(j) **Acts Beyond GRANTOR's Control.** Nothing contained in this Conservation Easement shall be construed to entitle COUNTY to bring any action against GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR's control, including, without limitation, fire, flood, storm, and earth movement, or actions by persons outside the control and knowledge of GRANTOR, or from any prudent action by GRANTOR under emergency conditions, to prevent, abate or mitigate significant injury to the Property resulting from such causes.

**8. NO PUBLIC DEDICATION OR GENERAL RIGHT OF PUBLIC ACCESS.** Nothing contained in this Conservation Easement shall be deemed to be a gift or dedication of any portion of the Property. This instrument does not convey a general right of access to the public.

**9. GRANTOR TITLE WARRANTY.** GRANTOR represents and warrants that GRANTOR has good fee simple title to the Property, subject to such liens, encumbrances and matters of record as may be approved by COUNTY and hereby promises to defend the same against all claims that may be made against it. COUNTY's failure to object to any item or exception shown on a preliminary title report of the Property prior to the Closing Date shall constitute an approval by COUNTY of such item or exception.

**10. ENVIRONMENTAL PROVISIONS.**

(a) **GRANTOR Environmental Warranty.** GRANTOR warrants that GRANTOR has no knowledge of a release or threatened release of hazardous substances or wastes on or that could affect the Property and, as more generally set out in Paragraph 5(c) above, agrees to indemnify, defend, protect and hold COUNTY, their directors, officers, employees, agents, and contractors, and their heirs, successors, and assigns, harmless from and against all litigation costs, demands, penalties, damages, liabilities, claims or expenses (including reasonable attorney fees) arising from or connected with any release of hazardous waste or violation of federal, state, or local environmental laws as a result of or arising out of the activities of GRANTOR in the Property, or any breach of this Conservation Easement.

(b) **COUNTY Not an Owner, Operator, or Responsible Party.** Notwithstanding any other provision herein to the contrary, the parties do not intend this Conservation Easement to be construed such that it creates in or gives the COUNTY:

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

(ii) the obligations or liability of a person described in 42 USC§ 9607(a)(3) or (4);

(iii) the obligations of a responsible person under any applicable

environmental laws;

(iv) the right to investigate and remediate any hazardous materials associated with the Property; or

(v) any control over GRANTOR's ability to investigate, remove, remediate, or otherwise clean up any hazardous materials associated with the Property.

**11. TRANSFER BY COUNTY.** COUNTY may transfer this Conservation Easement to any public or non-profit agency authorized to hold conservation easements pursuant to Section 815.3 of the California Civil Code.

(a) **Voluntary Transfer.** In selecting an appropriate transferee entity, preference will be given to a qualified agency or organization with a conservation purpose that has board, staff, or consultants with practical management experience, which agency or organization expressly agrees to assume the responsibility imposed on the COUNTY by this Conservation Easement. If such agency or organization cannot be found, or is not suitable for any reason, then another qualified agency or organization that expressly agrees to assume the responsibility imposed on the COUNTY by this Conservation Easement may be selected. COUNTY shall provide to GRANTOR notice of any proposed transfer, information about proposed transferee(s), and opportunity for input. If more than one qualified agency or organization meets the foregoing criteria and all are equally capable of affecting the purposes of this Conservation Easement, COUNTY may select the organization that shall be the transferee. As a condition of such transfer or assignment, COUNTY shall require that the Conservation Purpose set forth herein shall be carried out and enforced in perpetuity. Notice of such restrictions, including the Conservation Easement, shall be recorded in the County where the Property is located. The failure of COUNTY to perform any action required by this Paragraph shall not impair the validity of this Conservation Easement or its enforcement in any way.

**12. TRANSFER OF PROPERTY.** Any time the Property or any interest in it is transferred by GRANTOR to any third party, GRANTOR shall notify COUNTY and obtain approval in writing prior to the transfer of the Property or any interest in it, and GRANTOR's deed of conveyance shall expressly refer to this Conservation Easement and incorporate the terms of this Conservation Easement. Such transfer shall not result in a merger of the Conservation Easement and the Property in a single owner (thereby extinguishing the Conservation Easement) if no method or mechanism deemed adequate to preserve, protect, and sustain the Property in perpetuity has been established. Failure to notify COUNTY or include the required reference to this Conservation Easement in the deed shall not affect the continuing validity and enforceability of this Conservation Easement.

**13. AMENDMENT.** This Conservation Easement may be amended only with the written consent of GRANTOR and COUNTY. Any such amendment shall be consistent with the Purpose of this Conservation Easement and shall comply with California Civil Code Section 815 *et seq.*, and any regulations promulgated in accordance with these statutes. GRANTOR shall reimburse COUNTY for its reasonable expenses associated with review, approval, and recordation of any amendment initiated by GRANTOR.

**14. EXTINGUISHMENT.** If circumstances arise in the future which render the

Purpose impossible to accomplish, this Conservation Easement shall be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The proceeds from such extinguishment, if any, to which GRANTOR may be entitled, as determined by the court, shall be paid to the COUNTY.

**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 Conservation Easement, in whole or in part, GRANTOR and COUNTY 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 GRANTOR and COUNTY in connection with the taking or in lieu purchase shall be paid out of the amount recovered. If only a portion of the Property is subject to such exercise of eminent domain, this Conservation Easement shall remain in effect as to all other portions of the Property.

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

(b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to affect the purpose of this Conservation Easement. 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 any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions hereof, 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.

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

**19. NOTICES.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by United States certified mail, return receipt requested, or by another common method of service where receipt is confirmed, addressed as follows or such other address as either party from time to time shall designate by written notice to the other.

To GRANTOR: City of Santa Barbara  
Santa Barbara City Attorney's Office  
P.O. Box 1990  
Santa Barbara, CA 93102

With a copy to: City of Santa Barbara  
City of Santa Barbara Creeks Division  
801 Garden Street, Ste. 200  
Santa Barbara, CA 93101  
Attn: Cameron Benson, Creeks Restoration/Clean Water Manager  
(805) 897-2658  
[cbenson@santabarbaraCA.gov](mailto:cbenson@santabarbaraCA.gov)

To COUNTY: County of Santa Barbara  
County Executive Office  
105 E. Anapamu St.  
Santa Barbara, CA 93101  
Attn: Ted Teyber, Principal Analyst  
[edteyber@countyofsb.org](mailto:edteyber@countyofsb.org)

With a copy to: County of Santa Barbara  
Parks Division  
123 E. Anapamu St.  
Santa Barbara, CA 93101  
Attn: Jeff Lindgren, Parks Superintendent  
[jlindgren@countyofsb.org](mailto:jlindgren@countyofsb.org)

20. **LAWS CURRENTLY IN EFFECT.** All references in this Conservation Easement to statutes, regulations and other laws shall be deemed to refer to those statutes, regulations and laws currently in effect, or as amended (or any successor provision then applicable).

21. **ENTIRE AGREEMENT.** This instrument with the Attachments incorporated herein sets forth the entire agreement of the parties with respect to the Property and supersedes all prior discussions, negotiations, understandings or agreements relating to the Property, all of which are herein merged.

22. **NO FORFEITURE.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

23. **COUNTERPARTS.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

24. **ATTACHMENTS.** The Attachments attached hereto are incorporated herein by this reference:

ATTACHMENT A: Property legal description

ATTACHMENT B: Property map depiction

25. **EFFECTIVE DATE; RECORDATION.** This Conservation Easement is effective upon recordation in the Official Records of the County of Santa Barbara, State of California, as provided in California Civil Code section 815.5. GRANTOR shall cause this Conservation Easement to be recorded.

*[Remainder of Page Intentionally Left Blank; Signatures Appear on Following Pages]*

IN WITNESS WHEREOF, the parties have executed this Conservation Easement Deed and Agreement by the respective authorized signatories as set forth below to be effective upon final execution by all parties hereto and recordation.

**GRANTOR – CITY OF SANTA BARBARA**

By: \_\_\_\_\_  
Alelia Parenteau, Sustainability and Resilience Director

Approved as to Form:  
Sarah J. Knecht, City Attorney

By: \_\_\_\_\_  
Daniel S. Hentschke, Assistant City Attorney

**COUNTY**

**ATTEST:**  
Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**  
  
By: \_\_\_\_\_  
Das Williams - Chair, Board of  
Supervisors

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

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

**APPROVED AS TO FORM:**  
Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING  
FORM:**  
Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy County Counsel

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

**APPROVED AS TO FORM:**  
Greg Milligan  
Risk Management

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



**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA,  
COUNTY OF SANTA BARBARA: ss.

THIS IS TO CERTIFY that the interest in real property conveyed by the Conservation Easement Deed and Agreement dated \_\_\_\_\_ 2023, from the CITY OF SANTA BARBARA, a municipal corporation, as GRANTOR, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, as COUNTY, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on \_\_\_\_\_, 2023, and the grantee consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this \_\_\_ day of \_\_\_\_\_, 2023

MONA MIYASOTO CLERK  
OF THE BOARD

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

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

\_\_\_\_\_  
Deputy County Counsel

**Attachment A**  
**Legal Description of the Property**

**Attachment B**  
**Map of Property**

**Attachment C**  
**Baseline Report**

