

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)

County of Santa Barbara)
General Services Department)
Real Property Division)
1105 Santa Barbara Street)
Second Floor, Courthouse East Wing)
Santa Barbara, CA 93101)

WITH COPY TO:)

The Leroy Scolari Trust)
423 North "G" Street)
Lompoc, CA 93436)
Attention: LeRoy Scolari, Trustee)

No Fee per Cal. Gov. Code Section 6103

Space Above Line for Recorder's Use Only

APN(s): 083-080-004

EXEMPT FROM THE BUILDING HOMES AND JOBS ACT FEE PER GC 27388.1(a)(2)(D); THIS DOCUMENT IS BEING RECORDED BY THE STATE, A COUNTY, MUNICIPALITY OR OTHER POLITICAL SUBDIVISION OF THE STATE.

CONSERVATION EASEMENT DEED

This instrument is exempt from Recording Fees (Govt. Code § 27383) and Documentary Transfer Tax (Rev. & Tax. Code §11922)

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of April 1st, 2020 by LeROY SCOLARI, as Trustee of the LeRoy Scolari Trust dated December 21, 2018 ("Grantor"), in favor of the County of Santa Barbara, a political subdivision of the State of California ("Grantee" or "County"), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately 467.87 acres of land, located in the County of Santa Barbara ("County"), State of California, designated Assessor's Parcel Number 083-080-004 ("Property"). All references to "Grantor" herein shall include Grantor's heirs, successors, and assigns, and all future owners of the Property. The Property is legally described and depicted in Exhibit A attached to this Conservation Easement and incorporated in it by this reference. Grantor intends to grant a conservation easement over the entire Property ("Easement Area") in association with development and operation of the Strauss Wind Energy Project ("Project"). The Easement Area is more particularly described in Exhibit B attached to this Conservation Easement and incorporated in it by this reference.

B. This Conservation Easement provides mitigation for certain impacts of the Project, pursuant to County Conditional Use Permit No. 16CUP-00000-00031, and County Variance No. 18VAR-00000-00002, including Conditions of Approval thereto (collectively, the “Permits”).

C. The Easement Area is in a predominantly unimproved natural condition (including some areas that are grazed by cattle) and possesses wildlife and habitat values of great importance to Grantee and the people of the County. The Easement Area provides habitat for vegetation identified in Condition of Approval #11 in the Permits and tree replacement contemplated in Condition of Approval #13 of the Permits. Individually and collectively, these wildlife and habitat values comprise the “Conservation Values” of the Easement Area.

D. Grantee is a political subdivision of the State of California and is authorized to acquire and hold conservation easements pursuant to California Civil Code section 815.3.

E. The conservation purposes of this agricultural and natural resource Conservation Easement are recognized by, and the grant of this Conservation Easement will serve, the following clearly delineated government conservation policies: (a) *California Constitution* Article XIII, Section 8 and *Revenue and Taxation Code* Sections 421.5 and 422.5, under which this agricultural and natural resource Conservation Easement is an enforceable restriction, requiring that the Property’s tax valuation be consistent with restriction of its use for purposes of food and fiber production and conservation of natural resources; (b) Section 815 of the *California Civil Code*; (c) Section 51220 of the *California Government Code* which declares a public interest in the preservation of agricultural lands; (d) the *Santa Barbara County General Plan, Agricultural Element*, as amended in 1992, which includes as one of its goals to protect all viable farmlands designated as prime, of statewide importance, unique or of local importance from conversion to and encroachment of non-agricultural uses; (e) State preferences for maintenance of coastal agriculture as provided in *Public Resources Code* Sections 30241 and 30242; and (f) *Internal Revenue Code* § 170(h), under which certain entities are qualified to acquire and hold conservation easements.

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 Easement Area.

1. Purposes. The purposes of this Conservation Easement are to ensure the Easement Area will be retained forever in its existing natural, restored, or enhanced condition and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values and agricultural uses of the Easement Area. Grantor intends that this Conservation Easement will confine the use of the Easement Area to activities that are consistent with such purposes, including, without limitation, the following: (i) the preservation, restoration, and enhancement of native species and their habitats; and (ii) preservation and protection in perpetuity of the Property’s agricultural resources, character, use and utility, including but not limited to long-term, viable livestock grazing and continuation of historical farming practices, provided that such uses do not materially impair or interfere with the Conservation Values.

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

- (a) To preserve and protect the Conservation Values of the Easement Area;
- (b) To enter the Easement Area upon advanced notice at reasonable times in order to access the Easement Area to monitor compliance with and otherwise enforce the terms of this Conservation Easement, provided that Grantee shall not unreasonably interfere with Grantor's agricultural and other Permitted Uses (defined below) and quiet enjoyment of the Property;
- (c) To prevent any activity on or use of the Easement Area that is inconsistent with agriculture and with the purposes of this Conservation Easement and to require the restoration of such any areas or features of the Easement Area are damaged by any act, failure to act, or any use or activity inconsistent with the purposes of this Conservation Easement;
- (d) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Easement Area, other than those associated with the Project and Grantor's Permitted Uses, may not be used on or transferred to any portion of the Easement Area.

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

- (a) Activities and uses that may adversely affect the agricultural and Conservation Values of the Easement Area or otherwise interfere with the purposes of this Conservation Easement through unseasonable irrigation; overuse of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents; weed abatement activities, other than those necessary to remove invasive plant or animal species to preserve the integrity of the grazing land or as ordered by Federal, California, or County agencies to prevent the spread of invasive plant or animal species; incompatible fire protection activities other than legal controlled burns;
- (b) Use of off-road vehicles and use of any other motorized vehicles except as part of the livestock operation, or in association with Grantor's Permitted Uses, or as necessary to establish, maintain, preserve, repair, replace, or remove fences, corrals, water troughs, water wells, water pipelines, water tanks and appurtenances thereto, or within the farmsteads and the access roads to the farmsteads, or on existing roadways or roadways constructed pursuant to Section 5;
- (c) Agricultural activity other than livestock grazing and farming conducted in accordance with historical agricultural practices on the Property;
- (d) Recreational activities conducted by anyone other than Grantor and Grantor's family members and guests, except to the extent that said activities are consistent with historic uses and the purposes of this Conservation Easement;
- (e) Commercial, industrial, institutional, or residential structures or uses and their appurtenances, unless specifically authorized as a Permitted Use;
- (f) Construction, reconstruction, expansion, location, relocation, installation, or placement of any building, billboard or sign other than directional and address signage, or other structures, except as specifically authorized as a Permitted Use;

(g) Deposit or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials other than as reasonably approved by Grantee;

(h) Planting, introduction, or dispersion of invasive plant or animal species, except as required by law;

(i) 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 Easement Area, other than as necessary during construction of new fencing and repair and replacement of livestock fencing and other than the temporary stacking of dirt or extracting gravel associated with the repair and maintenance of roads, pipelines, and water troughs and tanks;

(j) Altering the surface or general topography of the Easement Area, including building new roads or trails, or paving new roads, or otherwise covering any portion of the Easement Area other than existing roads or as specifically authorized as a Permitted Use;

(k) Removing, disturbing, altering, destroying, replacing or cutting of trees, shrubs or other vegetation, except as required by law, for safety, for protecting the integrity of structures and their water lines, power lines, and telephone lines, as necessary to maintain fire breaks and existing foot trails or roads, or to prevent or treat disease, or the removal of Eucalyptus trees or other invasive trees, willows, shrubs or vegetation;

(l) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Easement Area, except as currently occurs on the Property, or as required by law, or as necessary to maintain the historical agriculture on the Property, and activities or uses detrimental to water quality other than the historical agriculture, including but not limited to degradation or pollution of any surface or sub-surface waters;

(m) Without the prior written consent of Grantee, which consent shall not be withheld unreasonably, transferring, encumbering, selling, leasing, or otherwise separating the water rights for the Easement Area (except as part of the transferring, encumbering, selling, or leasing of the entire Property); changing the place or purpose of use of the water rights other than to support livestock grazing and except as part of Grantor's Permitted Uses; 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 Easement Area, 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 Easement Area; and (4) any water from wells that are in existence or may be constructed in the future on the Easement Area; and

(n) 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 Easement Area, or the activity or use in question.

4. Grantor's Duties. Grantor may undertake any actions to prevent the unlawful entry and trespass by persons on the Easement Area. Grantor shall notify Grantee and cooperate with Grantee to cause the removal of trespassers of whom Grantor is actually aware and whose activities may degrade or harm the Conservation Values of the Easement Area. In addition, Grantor shall

undertake all necessary actions to perfect the rights of Grantee under Section 2 of this Conservation Easement.

5. Grantor's Permitted Uses and Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors in ownership of the Property, and assigns, all rights accruing from its ownership of the Easement Area, including but not limited to the right to engage in or to permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement. Grantor also reserves to itself, and to its lessees, tenants, personal representatives, heirs, successors, and assigns, the right to conduct the following activities and uses (collectively, "Permitted Uses"):

(a) Maintaining, repairing, remodeling, replacing, updating and enlarging of existing homesteads, with houses, septic systems, gardens, farm structures, work areas, water tanks, troughs, corrals and related structures (including the construction of new structures) for residential, ranching, farming and other agricultural uses within the current homestead footprint.

(b) Continuing historic ranching and agricultural activities by the residents of these homesteads, including but not limited to horseback riding in connection with cattle management, grazing, operation of the existing hayfields, extracting materials from existing gravel pits located on the Property, in accordance with the purpose of this Conservation Easement and in a manner that will not materially impair or interfere with the Conservation Values. Planting non-native plants and removing and/or cutting trees, shrubs, and other vegetation within the residential gardens and the existing hayfields by residents of the homesteads. Plants considered to be invasive species are prohibited. Constructing any fire breaks, flood prevention or other activities conducted as required by law or otherwise necessary for health or safety.

(c) Continuing and pursuing recreational activities within the Easement Area including horseback riding, biking on existing roads, fishing, and hunting, provided that such fishing or hunting is in season and in compliance with all applicable laws.

(d) Using, maintaining, and repairing existing roads (including reasonable replacement and relocation of such roads to respond to natural occurrences) are allowable within the Easement Area in perpetuity, in accordance with the purpose of this Conservation Easement and in a manner that will not materially impair or interfere with the Conservation Values, such that Grantor retains access to all areas of its Property.

(e) Constructing, repairing, replacing, maintaining, and operating the Project, including but not limited to roads, pads, wind turbines and other facilities related to the Project, all as contemplated on, and consistent with, the site plan approved by the County, in accordance with the purpose of this Conservation Easement and in a manner that will not materially impair or interfere with the Conservation Values, and working to satisfy any mitigation measures set forth in the Permits or contemplated in connection with the Project.

6. Grantee's Remedies.

(a) If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). Notice shall be provided in accordance with Section 20 of this Conservation Easement.

(b) If Grantor fails to cure the violation within thirty (30) days after receipt of the Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, 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 Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Easement Area; 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 Easement Area to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

(c) If Grantee, in its reasonable discretion, determines that circumstances create an emergency that requires immediate action to prevent or mitigate injury to the Conservation Values of the Easement Area, 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. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(d) Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled, but not obligated, to seek the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which 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. 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.*

(e) If at any time in the future Grantor uses or threatens to use the Easement Area for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General, any person and any entity with a justiciable interest in the preservation of this Conservation Easement has standing as an interested party in any proceeding affecting this Conservation Easement.

7. Costs of Enforcement. Any reasonable costs incurred by Grantee in non-judicial enforcement of the terms of this Conservation Easement against Grantor, and any costs of restoration necessitated by Grantor's 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 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 shall be entitled to recovery of its reasonable costs of suit, including, without limitation, attorneys' and experts' fees, from the other party.

8. Discretion of Grantee. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of the enforcing party, and any forbearance by Grantee to exercise its 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 Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any

rights of Grantee under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

9. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes; or (ii) acts by Grantee or its employees, or third parties acting without permission or knowledge of Grantor.

10. Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the County. These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Permits.

11. Fence Installation and Maintenance. Existing fences may be repaired or replaced at their existing locations for purposes of reasonable and customary management of the Property. New fences, including but not limited to livestock fencing on the Property to maintain a rotational grazing program that provides better tools for avoiding over-grazing while maximizing the use of forage may be constructed for such purposes, without further permission from Grantee, provided that any new fence shall be sited and designed in accordance with the purpose of this Conservation Easement and will not materially impair or interfere with the Conservation Values.

12. Access. This Conservation Easement does not convey a general right of access to the public and conveys limited rights of access to Grantee. No member of the public, other than those specifically identified herein, shall be entitled to enter the Easement Area. Family members, invitees, and guests of Grantor are not to be considered to be members of the public.

13. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the raising, keeping, rounding up, and maintaining livestock on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for Grantor's Permitted Uses and in accordance with all applicable federal, state, local and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

14. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property, including the Easement Area, by competent authority (collectively "Taxes") and shall provide to Grantee satisfactory evidence of Grantor's tax payment upon request. Grantor and Grantee each shall keep the Easement Area free from any liens (other than any mortgage or security interest that is subordinate to this Conservation Easement as provided in Section 22(j)), arising out of any obligations incurred by the obligated Party for any labor or materials furnished or alleged to have been furnished to or for the obligated Party at or for use on the Property, including the Easement Area.

15. Mutual Hold Harmless and Indemnification. Each Party ("Indemnifying Party") shall hold harmless, protect and indemnify the other Party and its directors, officers, attorneys, employees, agents, contractors, invitees and representatives and the heirs, personal representatives, successors and assigns of each of them ("Indemnified Party") 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 arising solely out of or resulting from the negligence or willful misconduct of the Indemnifying Party; (2) the parties' respective obligations specified in Sections 13 and 14. If any action or proceeding is brought against any of the any Indemnified Party by reason of any such Claim, the Indemnifying Party shall, at the election of and upon written notice from the Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party.

16. Extinguishment. Except as set forth in Section 21, 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.

17. Condemnation. Pursuant to Code of Civil Procedure section 1240.055, this Conservation Easement is "property appropriated to public use," as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, *only* as provided in Code of Civil Procedure section 1240.055. County is a public entity that imposed conditions on approval of a Project that were satisfied, in whole or in part, by the creation of this Conservation Easement. If any person seeks to acquire the Property for public use, Grantee shall comply with all obligations of the holder of a conservation easement under Code of Civil Procedure section 1240.055. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).

18. Transfer of Easement. Commencing on the date that is six (6) months after the date this Conservation Easement is recorded, and for so long as this Conservation Easement is in full force and effect with no material breach of this Conservation Easement by Grantee, upon thirty (30) days prior written notice to Grantor, the Conservation Easement may be assigned or transferred by Grantee to another entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code section 815.3 and Government Code section 65967 (and any successor or other provisions then applicable) or the laws of the United States. Grantee shall require the assignee to record the assignment in the in the Official Records of Santa Barbara County.

19. 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, other than an agricultural lease, that is for a term of no longer than five (5) years. Grantor agrees to give written notice to Grantee of the intent to transfer any interest other than an agricultural lease described above, at least sixty (60) days prior to the date of such transfer. 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 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. The Transfer of Property that is the subject of this Section shall not include a mortgage or deed of trust obtained in good faith by Grantor, or Grantor's successor owner(s) of the Property.

20. Notices. Any notice, demand, request, consent, approval, or other communication that any party desires or is required to give to the other parties 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: The Leroy Scolari Trust
423 North "G" Street
Lompoc, CA 93436
Attention: LeRoy Scolari, Trustee

Copy to: Strauss Wind Energy Project
5901 Priestly Drive, Suite 300
Carlsbad, CA 92008
Attn: Daniel Duke

To Grantee: Real Property Division
County of Santa Barbara
General Services Department
1105 Santa Barbara Street
Second Floor, Courthouse East Wing
Santa Barbara, CA 93101
Attn: Carlo Achdjian, Real Property Manager
(805) 568-3065
cachdjian@countyofsb.org

Copy to: County of Santa Barbara
Planning & Development Department
123 E. Anapamu Street
Santa Barbara, CA 93101
Attn: Lisa Plowman, Director
(805) 568-2086
lplowman@countyofsb.org

or to such other address as each Party shall designate by written notice to the other parties. 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.

21. Amendment, Replacement and Termination. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect the duration of the Conservation Easement. Any such amendment shall be recorded in the Official Records of Santa Barbara County, and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor. It is the parties' intent to record an additional or replacement conservation easement over the Easement Area in association with the development and operation of the Project within six months of the date of this Conservation Easement, as required by the California Endangered Species Act Incidental Take Permit No. 2081-2018-065-05 for the Project dated April 13, 2020. In the event Grantee determines that the additional or replacement conservation easement fully satisfies the purpose of this Conservation Easement and protects the Conservation Values and Grantor and Grantee agree to

terminate this Conservation Easement upon the recordation of such additional or replacement conservation easement, then concurrent with such recordation, this Conservation Easement shall have no further force and effect and Grantee shall execute, acknowledge and record in the Official Records of Santa Barbara County an instrument vacating and abandoning this Conservation Easement.

22. Additional Provisions.

(a) Controlling Law and Venue. 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, and the venue for any arbitration, mediation, litigation, or other legal action to enforce or interpret the terms hereof shall be in the Superior Court for the County of Santa Barbara, Santa Maria Division.

(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, the perpetuation of agriculture on the Property, 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 Conservation Easement and exhibits hereto set forth the entire agreement of the parties with respect to the Conservation Easement and supersede 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 21.

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect.

(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 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 Conservation Easement 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. Grantor represents and warrants to Grantee 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. All references to "Property" in this Section 22 (i) include, but are not limited to, the Easement Area.

(1) 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 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.

(2) 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 & Saf. Code section 25100, *et seq.*; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Saf. 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.

(3) 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 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 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 Grantee.

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way, or other interests in the Property that are incompatible with this Conservation Easement and its habitat conservation objectives (other than a lease, mortgage, deed of trust, or other security interest that is subordinated to this Conservation Easement), or grant, convey, transfer, abandon, or relinquish (each a "Transfer") any mineral, air, or water right, or any water associated with the Property other than as part of a lease, grant, conveyance, transfer, abandonment, or relinquishment of the entire Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent solely if it demonstrates 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 Easement Area. 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. 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 Santa Barbara County, and Grantee may re-record it at any time as it deems necessary to preserve its rights in this Conservation Easement.

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

EXHIBIT A – Legal Description and Map of Property

EXHIBIT B – Legal Description and Map of Easement Area

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA


THIS IS TO CERTIFY that the interest in real property conveyed by the Conservation Easement Deed, dated April 18, 2020, from LEROY SCOLARI, Trustee of the LeRoy Scolari Trust dated December 21, 2018, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors on April 21, 2020, and the County of Santa Barbara consents to recordation thereof by its duly authorized officer.

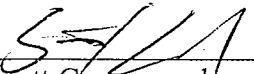
WITNESS my hand and official seal

this 27 day of April 2020

By: 
Mona Miyasato
County Executive Officer
Clerk of the Board

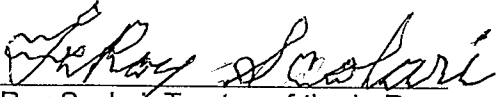
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL


Jacquelyne Alexander

By: 
Scott Greenwood
Deputy County Counsel

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

GRANTOR:

A handwritten signature in cursive script that reads "LeRoy Scolari". The signature is written in black ink and is positioned above a horizontal line.

LeRoy Scolari, Trustee of the LeRoy
Scolari Trust, dated December 21,
2018

[SIGNATURE PAGE TO CONSERVATION EASEMENT #1/2-COUNTY]

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 4/18, 2020 before me, Lynne Hyland, Notary Public, personally appeared LeRoy Scalari, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Lynne Hyland

(seal)

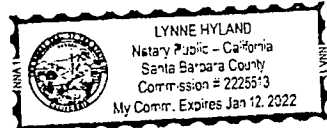


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

PARCEL 1:

THOSE PORTIONS OF THE SUBDIVISION OF THE RANCHOS LOMPOC AND MISSION VIEJA, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1, PAGE 45 OF MAPS AND SURVEYS RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

A. FARM LOT 139 OF SAID SUBDIVISION OF THE RANCHOS LOMPOC AND MISSION VIEJA DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE AND MOUND OF STONES ON THE WEST BANK OF THE CANADA HONDA CREEK AT THE CORNER OF LOTS 138, 139, 142 AND 143, FROM WHICH STATION 91 OF THE SAN MIGUELITO ROAD BEARS SOUTH 37-1/4° EAST 12 CHAINS DISTANT;

THENCE NORTH 68° 15' EAST 86.29 CHAINS TO A STAKE AND MOUND ON THE WEST SLOPE OF A HIGH TIMBERED RIDGE, FROM WHICH A LIVE OAK MARKED W.T. WHICH STANDS ON THE SUMMIT OF SAID RIDGE, BEARS NORTH 45-1/2° EAST 4.40 CHAINS DISTANT;

THENCE ALONG THE BOUNDARY OF LOT 135 NORTH 56-1/4° WEST 71.77 CHAINS TO A STAKE AND MOUND OF STONES ON THE SUMMIT OF THE RIDGE BETWEEN THE SAN PASCUAL AND CANADA HONDA CREEK AT THE CORNER OF LOTS 135, 139 AND 140;

THENCE DESCENDING TO THE CANADA HONDA SOUTH 46-1/4° WEST 60.57 CHAINS TO A STAKE AND MOUND ON STONES IN THE CENTER OF THE SAN MIGUELITO ROAD AND ON THE WEST BANK OF THE CANADA HONDA CREEK AT THE CORNER OF LOT 140;

THENCE ALONG THE CENTER OF SAID ROAD SOUTH 37-1/4° EAST 38.00 CHAINS TO THE PLACE OF BEGINNING;

B. THE NORTHWESTERN SUBDIVISION OF FARM LOT 138 OF SAID SUBDIVISION OF THE RANCHOS LOMPOC AND MISSION VIEJA DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON CORNER OF FARM LOT NOS. 138, 139, 142 AND 143, RUNNING THENCE ALONG THE SOUTHEAST BOUNDARY LINE OF LOT NO. 139, NORTH 68° 15' EAST 86 CHAINS AND 29 LINKS TO THE COMMON CORNER OF LOT NOS. 138, 139, 135 AND 136;

THENCE ALONG THE WEST BOUNDARY OF LOT NO. 136 SOUTH 4° WEST 13 CHAINS AND 62 LINKS; SOUTH 68° 15' WEST, 77 CHAINS AND 82 LINKS TO THE NORTHEAST BOUNDARY LINE OF LOT NO. 142;

THENCE ALONG THE SAME NORTH 17° 15' WEST 72 LINKS;

THENCE NORTH 37° 45' WEST, 12 CHAINS TO THE PLACE OF BEGINNING;

THAT PORTION OF FARM LOT 136 OF SAID SUBDIVISION OF THE RANCHOS LOMPOC AND MISSION VIEJA DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER OF LOT NOS. 135 AND 139 AND RUNNING THENCE SOUTH 57° EAST 15 CHAINS;

THENCE SOUTH 68° 15' WEST 14.58 CHAINS;

THENCE NORTH 40 EAST, 13.62 CHAINS TO THE PLACE OF BEGINNING.

EXCEPTING FROM THE PARCELS DESCRIBED ABOVE 1/2 OF ALL OIL AND MINERALS AS RESERVED BY ALEXANDER MCLEAN ET UX., IN DEED RECORDED SEPTEMBER 8, 1914 IN BOOK 133, PAGE 305 OF DEEDS.

APN(s): 083-080-004

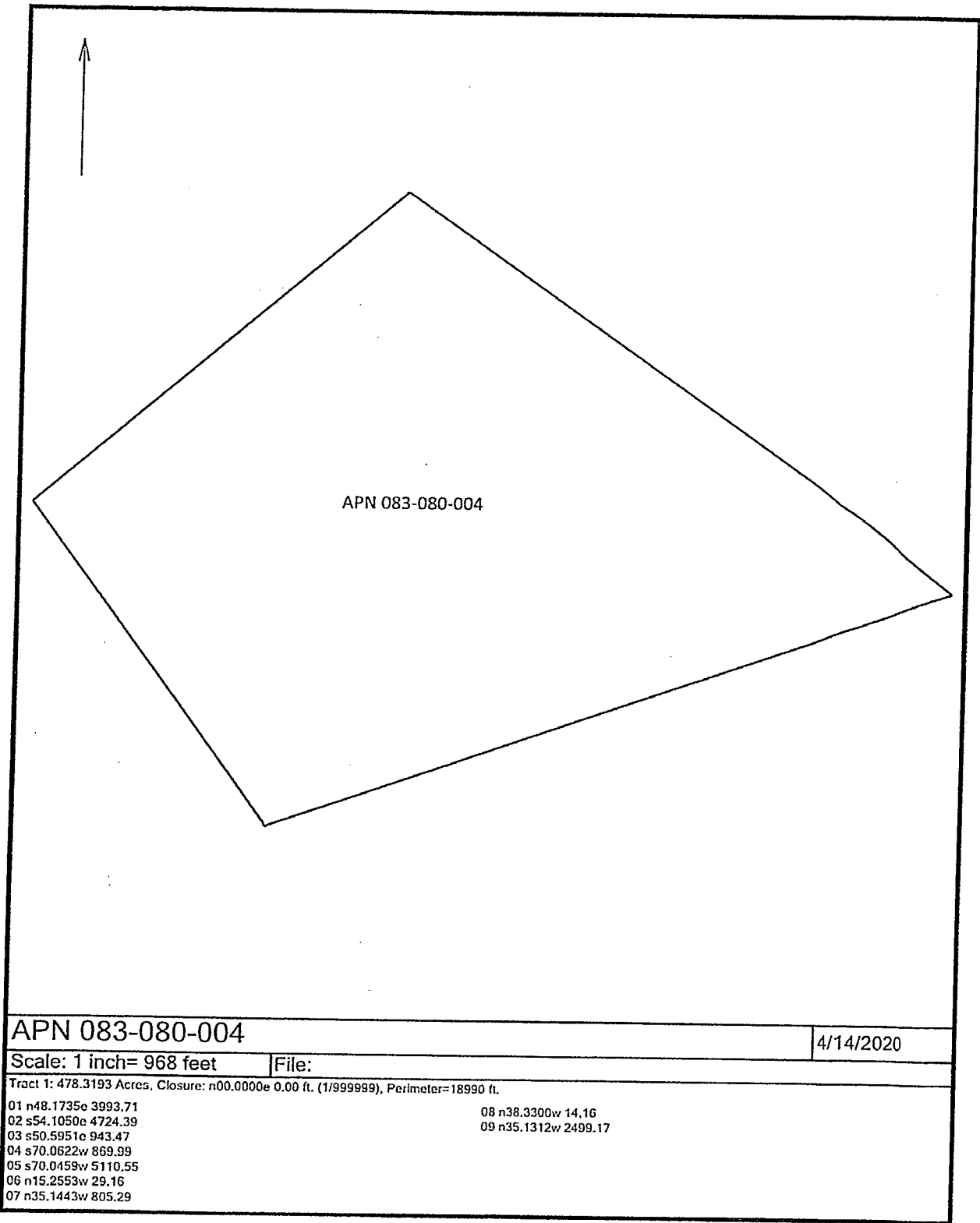


EXHIBIT B
EASEMENT AREA

THE LAND SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND DESCRIBED AS FOLLOWS:

PARCEL 1:

THOSE PORTIONS OF THE SUBDIVISION OF THE RANCHOS LOMPOC AND MISSION VIEJA, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1, PAGE 45 OF MAPS AND SURVEYS RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

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THENCE NORTH 68° 15' EAST 86.29 CHAINS TO A STAKE AND MOUND ON THE WEST SLOPE OF A HIGH TIMBERED RIDGE, FROM WHICH A LIVE OAK MARKED W.T. WHICH STANDS ON THE SUMMIT OF SAID RIDGE, BEARS NORTH 45-1/2° EAST 4.40 CHAINS DISTANT;

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THENCE DESCENDING TO THE CANADA HONDA SOUTH 46-1/4° WEST 60.57 CHAINS TO A STAKE AND MOUND ON STONES IN THE CENTER OF THE SAN MIGUELITO ROAD AND ON THE WEST BANK OF THE CANADA HONDA CREEK AT THE CORNER OF LOT 140;

THENCE ALONG THE CENTER OF SAID ROAD SOUTH 37-1/4° EAST 38.00 CHAINS TO THE PLACE OF BEGINNING;

B. THE NORTHWESTERN SUBDIVISION OF FARM LOT 138 OF SAID SUBDIVISION OF THE

RANCHOS LOMPOC AND MISSION VIEJA DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON CORNER OF FARM LOT NOS. 138, 139, 142 AND 143, RUNNING THENCE ALONG THE SOUTHEAST BOUNDARY LINE OF LOT NO. 139, NORTH 68° 15' EAST 86 CHAINS AND 29 LINKS TO THE COMMON CORNER OF LOT NOS. 138, 139, 135 AND 136;

THENCE ALONG THE WEST BOUNDARY OF LOT NO. 136 SOUTH 4° WEST 13 CHAINS AND 62 LINKS; SOUTH 68° 15' WEST, 77 CHAINS AND 82 LINKS TO THE NORTHEAST BOUNDARY LINE OF LOT NO. 142;

THENCE ALONG THE SAME NORTH 17° 15' WEST 72 LINKS;

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