

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

COUNTY OF SANTA BARBARA
260 N. San Antonio Rd.
Casa Nueva 2d Floor
Santa Barbara, CA 93110

THE LAND TRUST FOR SANTA
BARBARA COUNTY
Post Office Box 91830
Santa Barbara, California 93190-1830
Telephone: (805) 966-4520

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 065-320-004
Folio # 00102

More Mesa Open Space

DEED OF CONSERVATION EASEMENT

This Deed of Conservation Easement (“**Conservation Easement**” or “**Easement**”) is granted on this ___ day of December, 2025 from COUNTY OF SANTA BARBARA, a political subdivision of the State of California (“**Landowner**”), to The LAND TRUST FOR SANTA BARBARA COUNTY, a California nonprofit public benefit corporation (“**Land Trust**”), each a “**party**” and together the “**parties**” to this Easement, for the purpose of establishing in perpetuity the open space conservation easement and associated rights described below. This Easement shall be effective upon recordation in the Official Records of the County of Santa Barbara, State of California (such date of recordation the “**Effective Date**”).

RECITALS

A. Landowner is the sole owner in fee simple of certain real property identified as Assessor’s Parcel No. 065-320-004 consisting of approximately 35.5 acres, located in the unincorporated portion of the County of Santa Barbara, State of California, described in Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”). Landowner intends to grant a conservation easement over the entire Property to Land Trust (the “**Easement Area**”).

B. Land Trust is a publicly-supported, tax-exempt “qualified conservation organization” as defined by sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended (“**Code**”), and section 23701(d) of the California Revenue & Taxation Code and is

eligible to hold this Conservation Easement under section 815.3 of the California Civil Code. As certified by resolution of its governing body, Land Trust accepts the responsibility of monitoring and enforcing the terms of this Conservation Easement and upholding its conservation purposes. Land Trust is accredited by the Land Trust Accreditation Commission, an independent body of the Land Trust Alliance, and is a member of the California Council of Land Trusts.

C. The Easement Area is situated on one of the last undeveloped coastal terraces in southern Santa Barbara County and is currently used for public use, habitat preservation and restoration, mitigation work, Flood Control activities, recreational uses, and open space purposes. The Easement Area consists primarily of natural land designated “Environmentally Sensitive Habitat” in the County of Santa Barbara Coastal Land Use Plan, is predominantly in an unimproved natural condition, and possesses recreational, wildlife, habitat, and open space values of great importance to Land Trust, Landowner, and the people of the State of California.

D. The Property is zoned RES-100, a Resource Management District, and is used in part by the Flood Control District for, without limitation, maintenance of Flood Control structures and sewer lines, as detailed in Exhibit C.

E. In particular, the Easement Area possesses scenic open space, a low-impact trail system for passive recreational use, healthy soils and waters, and a variety of native habitat and wildlife values including oak woodland, grassland, nesting and foraging habitat for sensitive species including White-tailed kite, and riparian habitat especially in the corridor around Atascadero Creek, the preservation and protective management of which are consistent with the present and continued use of the Easement Area for open space purposes in accordance with this Easement. The scenic open space, passive recreational resources, the natural wildlife habitat, the soil and water quality, the native plant communities, and the riparian resources of the Property are collectively referred to herein as the “**Conservation Values**” of the Easement.

F. Landowner intends to convey the conservation easement described herein to Land Trust to assure that the scenic open space, passive recreational resources, the natural wildlife habitat, the native plant communities, and the riparian resources provided by the Easement Area will be conserved and sustained in perpetuity, and that uses of the Easement Area that are inconsistent with the protection of the Conservation Values will be prevented or corrected, all as provided in this Easement.

G. Landowner further intends, as owner of the Property, to convey to Land Trust the right to monitor, preserve, and protect the Conservation Values of the Easement Area in perpetuity.

H. The grant of this Conservation Easement will further the purposes of the following clearly delineated governmental conservation policies:

Section 815 of the California Civil Code, in which the California Legislature has declared that: (1) “the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition is among the most important environmental assets of California”; and (2) it is “in the public interest of this state to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations”; and

Section 51220 of the California Government Code, in which the California Legislature has declared that “in a rapidly urbanizing society agricultural lands have a definite public value as open space, and the preservation in agricultural production of such lands . . . constitutes an important physical, social, esthetic and economic asset to existing or pending urban or metropolitan developments”; and

The Eastern Goleta Valley Community Plan, as amended from time to time, currently includes as one of its goals the protection, conservation, and restoration of the community’s natural resources; and

The Conservation Element of the Santa Barbara County Comprehensive Plan, the County’s Coastal Land Use Plan, and other policies and zoning ordinances to preserve biological and natural resources, and the aquatic environment.

I. The current physical and biological conditions of the Property, as well as its current uses and state of improvement, are described in a baseline conditions report dated November 2025 and prepared by Land Trust, with the cooperation of Landowner, consisting of maps, photographs, and other documents, and acknowledged by both parties to be complete and accurate as of the Effective Date of this Conservation Easement (the “**Baseline Report**”). Both Landowner and Land Trust have received copies of the Baseline Report, which will be used by Land Trust to assist in its monitoring and enforcement of Landowner’s compliance with the Easement. The Baseline Report, however, is not intended to preclude the use of other evidence to establish the baseline condition of the Easement Area if there is a controversy over some aspect of that condition.

DEED AND AGREEMENT

In consideration of the recitals set forth above, and in consideration of their mutual promises and covenants, Landowner hereby grants and conveys to Land Trust and its successors and assigns, and Land Trust 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.*) as described in this Easement.

I. PURPOSE.

A. The purpose of this Conservation Easement is to identify, preserve, and protect forever the Conservation Values of the Easement Area (the “**Easement Purpose**”), which includes, but is not limited to, the following:

1. To conserve, manage, restore, and protect the Easement Area’s passive recreational use by the public.

2. To conserve, manage, restore, and protect the Easement Area’s Conservation Values, including the ecologically important coastal California ecosystem including, but not limited to, the habitats and species listed in Recital E.

B. No use of or activity on, above, or below the Easement Area that is inconsistent with the Easement Purpose or any other use or activity that would materially impair

the Conservation Values is permitted on the Easement Area. For purposes of this Agreement, “**materially impair**” means to diminish in quantity, quality, value, strength, or viability for more than a transient period and in a relevant and more than insignificant amount; the determination of impairment will consider the relative magnitude, extent, and duration of any diminishment in quantity, quality, extent, value, strength or viability as well as the cumulative impacts of other uses and activities on the Property.

II. **AFFIRMATIVE RIGHTS CONVEYED TO LAND TRUST**. To accomplish the Easement Purpose, the following rights and interests are conveyed to Land Trust by this Easement:

A. **Identify Resources and Values**. To identify, preserve, and protect in perpetuity the 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 Easement Area for the purposes of identifying the current uses and practices thereon and the condition thereof, and to monitor the uses and practices regarding the Easement Area to determine whether they are consistent with the terms of this Easement. Except in cases where Land Trust determines, in its reasonable discretion, that immediate entry is required to investigate a use or condition on the Easement Area in order to prevent, terminate, or mitigate a violation or potential violation of the terms of this Easement, such entry shall be at reasonable times and upon prior notice to Landowner and shall be made in a manner that will not unreasonably interfere with Landowner’s use and quiet enjoyment of the Property.

C. **Review and Approval**. The right to review and approve or disapprove uses of the Easement Area, as specifically provided under this Easement. Wherever in this Easement notice to or approval by Land Trust is required, such notice and approval must be done in accordance with Section VI, below.

D. **Prevent Inconsistent Uses**. To prevent any activity on or use of the Easement Area that is inconsistent with the Easement Purpose or deleterious to the Conservation Values and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use.

E. **Management Plan**. Together with Landowner, to develop an Easement Area management plan that details Landowner’s continued good stewardship and planned future management of the property to further the Easement Purpose, including best management practices to protect, conserve, and enhance the Conservation Values (the “**Management Plan**”). The Management Plan will support Landowner’s property management, maintenance plan for existing trails, future habitat restoration, public recreational use, and other land uses on the Property consistent with this Conservation Easement. The initial Management Plan will be developed and implement not later than one (1) year after this Easement is recorded and updated at least every 10 years by Land Trust in coordination with Landowner and approved by the Land Trust and Landowner.

F. **Conservation Improvements.** To develop projects for the purpose of identifying and promoting passive recreational or ecological improvements or enhanced management techniques which may restore or enhance the Easement Area. Such improvements and/or techniques shall be detailed, if feasible, in the Management Plan, and will not impose involuntary costs on Landowner and will not unreasonably interfere with Permitted Uses (as defined in Section III of this Easement) of the Easement Area. Land Trust shall be responsible for obtaining and complying with any permits for the foregoing, if required

G. **Install and Maintain Signage.** To install and maintain a modestly sized sign or signs or other appropriate markers in prominent locations on the Property bearing information indicating that the Property is protected, marking trails, recognizing partners and donors, and providing educational information about the Property and the surrounding natural and historical resources. The design, size and wording of the signage shall be determined in cooperation by Landowner and Land Trust and Land Trust shall be responsible for erecting and maintaining such signs or markers and the costs thereof, unless Landowner accepts responsibility for such signage. All signs shall be sited and designed in accordance with the Easement Purpose and will not materially impair the Conservation Values. Land Trust shall be responsible for obtaining and complying with any sign permits, if required.

III. PERMITTED USES AND PRACTICES. Landowner and Land Trust intend that this Easement limit the uses of the Easement Area to passive recreational and open space uses (as defined in this Section III) and management practices with respect to the foregoing (collectively the “**Permitted Uses**”). The following uses and practices, if done in accordance with federal, state, and county laws and ordinances and the terms of this Easement, and to the extent not inconsistent with the Easement Purpose, are specifically deemed Permitted Uses without further consent from Land Trust:

A. **Recreational Uses.** Landowner has both the right and obligation to permit passive recreational uses by the public in the Easement Area for wildlife viewing, photography, pedestrian, bicycling, and equestrian use, subject to reasonable rules, which are allowed without further permission from Land Trust, provided that any such use must not materially impair the Conservation Values. Landowner may also provide or allow others to provide guided hikes, educational outings, and other low-impact activities on the Easement Area without further permission from Land Trust, provided that any such use must not materially impair the Conservation Values. Landowner may permit other types of passive recreation if they are detailed in the latest Management Plan approved by Land Trust or otherwise approved by Land Trust in writing.

B. **Recreational Improvements.** Development and maintenance of existing recreational infrastructure including the existing unpaved trail system identified in the Baseline Report are allowed without further permission from Land Trust, provided that any such use must not materially impair the Conservation Values. Future recreational improvements including trails, trail signs, culverts, watercourse crossings, benches, trailhead markers, and other trail head improvements may be implemented by Landowner if (1) they are detailed in the latest Management Plan approved by Land Trust or otherwise approved by Land Trust in writing, and (2) any such improvement must not materially impair the Conservation Values.

C. **Conservation Improvements.** To develop projects and improvements for the purpose of identifying ecological improvements or enhanced management techniques which may restore or enhance the Easement Area. Such improvements and/or techniques shall be detailed in the Management Plan or otherwise approved by Land Trust in writing.

D. **Research and Educational Activities.** With prior notice to Land Trust, to conduct or allow others to conduct scientific research or educational activities in the Easement Area, including endangered species and habitat surveys and studies.

E. **Fences.** To repair and replace at the locations identified in the Baseline Report, fences on the Easement Area for purposes of reasonable and customary management and public safety. New fences at new locations may be constructed for customary management and public safety purposes without further permission from Land Trust, provided that any new fence shall be sited and designed to protect the Conservation Values and be “Wildlife Friendly” where feasible to allow the free passage of wildlife across the Property.

F. **Road Construction and Paving.** Landowner, in Landowner’s sole discretion and without further permission of the Land Trust, may maintain and rebuild existing roads located in the Easement Area as identified in the Baseline Report necessary for fire prevention, Flood Control (as defined in Exhibit C), or other public safety needs. Landowner shall not construct any new road in any other parts of the Easement Area, whether for access or for another purpose, or pave any existing non-paved road, without prior notice to and approval of Land Trust. Land Trust approval of additional road paving or construction shall be granted upon Landowner’s demonstration that the proposed improvements and location of any such road will not materially impair the Conservation Values or, if this finding cannot be made, that the road improvements and location are necessary to meet legal or governmental requirements. For purposes of this Section III.F, “paving” includes the covering of the soil surface with concrete, asphalt, or other impervious surface, but shall not include the application of a reasonable amount of gravel or other pervious road base to stabilize unpaved roads.

G. **Water Resources.** Landowner may develop and maintain such water resources and water-related improvements in the Easement Area as are necessary or convenient for existing Flood Control operations with prior written notice to Land Trust. Further, Landowner may develop and maintain such water resources and water-related improvements in the Easement Area to further the Easement Purpose if such development and maintenance is included in the most recent Management Plan approved by the Land Trust or otherwise approved by Land Trust in writing. Landowner may not export water for use off the Property without the written approval of Land Trust or unless required in a fire emergency and then only for the duration of the emergency.

H. **Use of Agrichemicals.** To use agrichemicals, including but not limited to fertilizers, pesticides, herbicides, and fungicides, in those amounts and with such frequency of application necessary for ecologically sound habitat management purposes, provided that such use shall be in accordance with county, state, and federal laws and regulations.

I. **Control of Plants and Animals.** To control predatory, invasive, or problem animals and non-native plants using selective control techniques.

J. **Utility Easements.** To allow for the continued use of utility easements to public and quasi-public utilities identified in Exhibit C. Future utility easements may only be granted with prior written permission of Land Trust, which approval will be granted, conditioned, or withheld as provided in Section VI below.

K. **Existing Flood Control Use:** Landowner currently utilizes part of the Property for Flood Control purposes, including without limitation, maintaining Flood Control structures and sewer lines as further detailed in Exhibit C. Flood Control activities shall be permitted to continue without restriction by the Land Trust provided such activities do not materially impair Conservation Values on portions of the Property outside of the areas impacted by Flood Control activities.

IV. **PROHIBITED AND LIMITED USES.** Unless otherwise expressly permitted in this Easement, any activity or use of the Easement Area that is inconsistent with the Easement Purpose is prohibited. Neither Landowner nor Land Trust may perform, or knowingly allow others to perform, any act or use on, under, above or affecting the Easement Area that is prohibited by or inconsistent with this Easement. Landowner authorizes Land Trust to enforce the terms of this Easement, including restoration where reasonably appropriate. Without limiting the generality of the foregoing, the following activities and uses are deemed inconsistent with the Easement Purpose and are expressly prohibited:

A. **Residential Uses.** No residential uses are permitted.

B. **Agricultural Uses.** No agricultural uses are permitted. Use of grazing livestock or other agricultural methods for habitat management and fire safety are allowed if included in the latest Management Plan approved by Land Trust or otherwise approved by Land Trust in writing.

C. **Subdivision.** Subdivision, de facto subdivision, or partition of the Easement Area is prohibited. Landowner retains the right to sell, lease, or otherwise transfer the entire Property only as one common parcel.

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

E. **Water Rights.** Excepting any transfer of water rights by instrument recorded before the Effective Date of this Easement, Landowner shall not transfer, encumber, lease, sell, or otherwise separate any water rights from the Easement Area.

F. **Construction of Structures.** Except as specifically permitted in this Easement, the construction or reconstruction of any structure, excepting structures existing on the date of this Easement, is prohibited.

G. **Signs.** Except as otherwise expressly permitted in Sections II & III above, no billboards or signs shall be erected on the Easement Area.

H. **Motorized Vehicles.** The use of motorized vehicles or Off-Highway Vehicles is prohibited, except the use of motorized and/or OHV vehicles is permitted in the Easement Area when necessary for construction or maintenance of improvements permitted in Section III above or in a bona fide emergency and only for the duration of the emergency. Motorized vehicle races and the construction of motorized vehicle courses are specifically prohibited.

I. **Soil Quality, Pollution, Erosion.** Any use or activity that causes significant degradation of topsoil quality, significant pollution, or a significant increase in the risk of erosion in the Easement Area is prohibited.

J. **Mining.**

1. **Subsurface and Surface Mining.** The mining, extraction, or removal of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance using any surface or subsurface mining method is prohibited. Notwithstanding the foregoing, soil, sand, gravel, or rock may be extracted without further permission from Land Trust if such extraction is (a) of material solely for use on the Property, (b) in conjunction with and in furtherance of Permitted Uses, and (c) accomplished in a manner that does not materially impair and causes the least negative effect on the Conservation Values.

2. **Mineral Rights.** Any right, title, and interest in subsurface oil, gas, and minerals shall not be sold separately from the surface property of the Easement Area.

K. **Watercourses.** The alteration or manipulation of watercourses located in the Easement Area is prohibited, unless any such alteration or manipulation (1) is necessary for Flood Control operations; Landowner will give prior written notice to Land Trust of any alteration or manipulation of watercourses for Flood Control operations, (2) is necessary for management or restoration of the Conservation Values and is included in the latest Management Plan approved by Land Trust, or (3) Landowner, in its sole discretion, determines such activities are necessary for public safety.

L. **Native Tree and Vegetation Management.** Cutting or clearing of native trees and vegetation is prohibited except as provided in this Section IV.L. Control and removal of non-native invasive vegetation (with replacement, where appropriate, with native species) is permitted and encouraged. Landowner may clear and trim native trees and vegetation only:

1. To maintain defensible space, under the requirements of the County of Santa Barbara fire regulations, around permitted structures, roads, and utilities.

2. Where native trees and vegetation present a foreseeable hazard, to prevent personal injury or property damage.

3. As necessary for Flood Control operations.

4. To control insects and disease.

5. To promote the ecological health of the trees or vegetative community, including thinning of undergrowth and removal of dead, diseased, decayed, decaying, or mortally damaged plant material; provided that major modifications to trees or other vegetative communities may be implemented by Landowner only if (1) they are detailed in the latest Management Plan approved by Land Trust or otherwise approved by Land Trust in writing, and (2) any such modification will not materially impair the Conservation Values..

M. **Trash.** The dumping or accumulation of any kind of trash, refuse, or derelict equipment on the Easement Area is prohibited.

N. **Other Incompatible Uses.** The parties acknowledge that certain activities do not serve to promote the continuing viability of the Permitted Uses on the Easement Area and do not serve to assist in achieving the Easement Purpose and shall not be permitted on the Easement Area, including: feed lot operations; operation of golf courses or gaming facilities; intensive recreational activities and/or facilities, the impact of which will materially impair the Conservation Values, such as commercial horse rentals, commercial horseback riding, and horse boarding stables; poultry or hog facilities; and aviation activities originating and/or terminating at the Easement Area, including but not limited to hot air balloon, glider, and soaring activities.

O. **Industrial and Commercial Uses.** Industrial uses of the Easement Area are prohibited. Commercial uses of the Easement Area are prohibited unless approved by Land Trust. Land Trust shall grant such permission upon demonstration by Landowner that the proposed use will not materially impair the Conservation Values.

V. **RESERVED RIGHTS.** Landowner reserves to itself, and to its heirs, successors and assigns, all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited, conditioned, or limited under this Easement and are not inconsistent with the Easement Purpose. Without limiting the generality of the foregoing, the following rights are expressly reserved:

A. **Water Rights.** Landowner reserves to itself and has the affirmative obligation to retain, maintain, and preserve all rights to water associated with the Easement Area, including riparian rights and overlie's rights in groundwater.

B. **Mineral Rights.** Landowner reserves to itself all right, title, and interest in all minerals, including, but not limited to, aggregate, oil, and gas, provided that the manner of exploration for and extraction of any oil, gas or minerals is expressly subject to Section IV.J above.

C. **Responsibilities of Landowner and Land Trust Not Affected.** Other than as specified in this Easement, this Easement is not intended to impose any legal or other responsibility on Land Trust, or in any way to affect any existing obligation of Landowner as owner of the Easement Area. Continuing obligations include, but are not limited to, the following:

1. Taxes. Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Area by any authority. If Land Trust is ever required to pay any taxes or assessments on the Easement Area, Landowner will promptly reimburse Land Trust for the same.

2. Upkeep and Maintenance. Landowner shall continue to be solely responsible for the upkeep and maintenance of the Easement Area. Land Trust shall have no obligation for the upkeep or maintenance of the Easement Area.

D. Liability and Indemnification.

1. Landowner shall indemnify, protect, defend, and hold Land Trust, its officers, directors, members, employees, contractors, legal representatives, agents, successors, and assigns (collectively, "**Land Trust Parties**") 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, except to the extent caused by the active negligence or willful misconduct of the Land Trust Parties.

2. Land Trust shall indemnify, protect, and hold Landowner, its officers, directors, members, employees, contractors, legal representatives, agents, successors, and assigns (collectively, "**Landowner Parties**") 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 Easement Area, caused by the active gross negligence or willful misconduct of the Land Trust Parties, except to the extent caused by the negligence or willful misconduct of the Landowner Parties.

3. Notwithstanding any other provision in this Easement, each party's indemnity obligation in this Section shall be limited to its proportionate share of fault as determined by law or through agreement of the parties or final adjudication. Landowner shall have no obligation to indemnify Land Trust for any liabilities, costs, losses, orders, liens, penalties, damages, expenses, or causes of action, claims, demands, or judgments to the extent such losses are caused by Land Trust's own active negligence or misconduct. Land Trust shall have no obligation to indemnify Landowner for any liabilities, costs, losses, orders, liens, penalties, damages, expenses, or causes of action, claims, demands, or judgments to the extent such losses are caused by the Landowner's own negligence or misconduct.

E. Insurance.

1. Landowner shall maintain insurance coverage, through commercial insurance, self-insurance, or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Easement. Such

policies shall be occurrence-basis commercial general liability policy insuring against bodily injury and property damage on the Easement Area in the amount of not less than \$2,000,000, which amount shall be adjusted every five years to the nearest commonly available insured amount to reflect the percentage increase during the past five years in the "CPI," which means the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U, all items) (1982-84=100), or the successor of such index. Land Trust shall be named an additional insured on the policy. The liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs provided by Land Trust. Landowner waives all rights of subrogation against Land Trust and Land Trust Parties for recovery of damages to the extent these damages are covered by insurance maintained under this Easement. Landowner shall furnish Land Trust with certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. The foregoing insurance requirements do not replace, waive, alter, or limit the hold harmless or indemnification provisions of this Easement.

2. Land Trust shall maintain an occurrence-basis commercial general liability policy insuring against bodily injury and property damage caused by Land Trust on the Easement Area in the amount of not less than \$2,000,000, which amount shall be adjusted every five years to reflect the percentage increase during the past five years in the CPI. Landowner shall be named an additional insured on the policy. The liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Landowner except as otherwise provided in Subsection V.E.1 above. Land Trust waives all rights of subrogation against Landowner and Landowner Parties for recovery of damages to the extent these damages are covered by insurance maintained under this Easement. Land Trust shall furnish Landowner with certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. The foregoing insurance requirements do not replace, waive, alter, or limit the hold harmless or indemnification provisions of this Easement.

VI. NOTICE AND APPROVAL.

A. **Notice.** Whenever notice to Land Trust is required to be given by Landowner hereunder, on in the event Landowner proposes to undertake an activity or use that may have a material adverse impact on the Conservation Values, Landowner shall notify Land Trust in writing not less than thirty (30) days before the date Landowner intends to undertake the activity or use in question. The notice shall describe the nature, scope, design, location, and any other material aspect of the proposed activity in sufficient detail (including, if appropriate, sketch plans or scaled drawings of the site(s) of the proposed activity) in reasonably sufficient detail to permit Land Trust to evaluate such activity and to make an informed judgment as to its consistency of the activity with the Easement Purpose and other terms of this Easement. The notice shall also include information evidencing the conformity of such activity with the requirements of the applicable section, if any, under which approval is requested hereunder.

B. **Land Trust Approval.** Except as otherwise provided in this Easement, Land Trust shall approve, conditionally approve, or withhold approval of the proposed use or activity within forty-five (45) days after receipt of Landowner's written request therefor; provided, however, that if Land Trust reasonably requires more than forty-five (45) days to

undertake a sufficient and thorough review of the documentation provided, or determines that it requires further documentation, Land Trust shall so notify Landowner within the original forty-five (45) day period of the additional time, not to exceed an additional forty-five (45) days, and/or documentation, required to respond to Landowner's request hereunder. At Land Trust's sole and absolute discretion, Land Trust may permit commencement of the activity less than forty-five (45) days after receiving Landowner's written notice and, in case of an emergency which requires immediate action, Land Trust will exercise commercially reasonable efforts to complete Land Trust's evaluation on an expedited basis consistent with the emergency involved. If Land Trust withholds approval, then Land Trust shall notify Landowner in writing with reasonable specificity of the reasons for withholding of approval, and the conditions, if any, on which approval might otherwise be given.

C. **Land Trust Failure to Timely Respond.** If Land Trust fails to respond within such forty-five (45) day period (as extended, as discussed above), Landowner shall provide a final written notice to Land Trust with the clause "FINAL WRITTEN NOTICE" prominently displayed on such notice ("**Final Written Notice**"). Failure of Land Trust to deliver a written response to Landowner within five days after Land Trust's receipt of the Final Written Notice shall be deemed to constitute written approval by Land Trust of the request submitted for approval that is not contrary to the express provisions of this Easement, including, but not limited to the Easement Purpose, and will not materially impair Conservation Values.

VII. EASEMENT AREA MANAGEMENT AND ISSUE RESOLUTION.

A. **Management Practices.** Landowner recognizes that the Conservation Values are best protected if Landowner uses the Easement Area, if at all, only in accordance with generally accepted land management practices that address soil and water conservation, erosion control, pest management, nutrient management, and habitat protection. Land Trust believes that, in most cases, the existing stewardship on land it selects for conservation easement projects has supported and enhanced the conservation values these lands provide and, consistent with that premise, Land Trust agrees with Landowner to take wherever possible a cooperative approach to monitoring and management of the Conservation Values of the Easement Area. The parties will conduct joint qualitative monitoring to ensure that the Conservation Values are being protected. This monitoring shall be supported through the Baseline Report and subsequent reviews using photographs and narrative descriptions, among other evaluation tools. Monitoring will also consider issues such as site potential, weather conditions, unusual economic circumstances, vegetative variety and quality, and trends in resource conditions.

B. **Issue Resolution Plan.** As a general matter, Land Trust believes that management plans are useful tools for guiding resource stewardship. If Land Trust reasonably identifies specific circumstances requiring significant improvement to protect the Conservation Values, Land Trust may require that issue to be addressed in a Management Plan update or adoption of an issue-specific resolution plan. Landowner, upon written notice from Land Trust, shall develop a written resolution plan or Management Plan update that addresses the particular resource management concern(s) identified by Land Trust. Landowner shall be encouraged but not required to engage the services of a conservation biologist or other qualified professional to assist Landowner in the development of such plan or update. The required scope of the plan or update and the time allowed for its development shall depend on the nature and severity of the

identified problems and will be contained in Land Trust's written notice. The plan or update shall be subject to Land Trust approval (such approval not to be unreasonably withheld, conditioned, or delayed). Landowner shall implement an approved plan or update for so long as is necessary to resolve the particular resource management problem(s) addressed by the plan or update. Land Trust shall monitor implementation of the plan or update and results thereof during its periodic monitoring and may require modifications of the plan as the resource conditions warrant.

C. **Covenant.** Each Land Trust and Landowner, for itself and its successors and assigns, covenants and agrees that the Easement Area is and will remain subject to the zoning, land use, building, and similar laws and regulations of the County of Santa Barbara and the State of California as in effect from time to time (collectively the "**Local Land Use Rules**") notwithstanding any change of status or ownership for the Easement Area, and neither Land Trust nor Landowner shall take any action that will remove, or is intended to remove, the Easement Area from being subject to Local Land Use Rules. This covenant, and all covenants contained herein, shall run with the land and Landowner agrees that Land Trust and/or its designee shall have the power to enforce this provision against Landowner and its successors and assigns.

D. **Dispute Resolution.** Notwithstanding any other provision of this Easement, Landowner and Land Trust agree that any action or proceeding arising from or relating to this Easement shall be commenced and tried in the Superior Court for the County of Santa Barbara.

1. **Mediation.** If a dispute arises between the parties concerning either party's compliance with the terms of this Easement, either party may refer the dispute to mediation by request made in writing upon the other. If both parties agree to mediation via written notice, within thirty (30) days of the receipt of such a request, the parties shall select a single trained and impartial mediator. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to the American Arbitration Association for the appointment of a trained and impartial mediator with relevant experience in real estate and conservation easements. Mediation shall then proceed in accordance with the following guidelines:

a. **Purpose.** The purpose of the mediation is to: (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning issues in the dispute; and (iii) assist the parties to develop proposals that will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions, or restrictions of this Easement.

b. **Participation.** The mediator may meet with the parties and their counsel jointly or ex parte. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the parties with settlement authority will attend mediation sessions as requested by the mediator.

c. **Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

d. **Time Period.** Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of the selection or appointment of a mediator or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

e. **Costs.** Land Trust and Landowner will bear the cost of the mediator equally; the parties shall bear their own expenses, including attorneys' fees, individually.

2. **Judicial Enforcement.** If, in Land Trust's sole judgment, substantial damage to the Conservation Values is imminently threatened or is occurring, or if Land Trust finds what it considers to be a violation of any provision of this Easement that, in Land Trust's sole judgment, cannot be satisfactorily addressed through mediation as provided in this Section VII, Land Trust shall have the right to bypass those processes and to instead pursue appropriate legal action in accordance with this Section. Unless an ongoing or imminent violation could substantially diminish or impair the Conservation Values of the Easement Area, or the parties previously have discussed the violation, Land Trust shall give Landowner written notice of the violation and, not later than fourteen (14) days after the delivery of such written notice, the parties shall meet to discuss the circumstances of the violation and attempt to agree on appropriate corrective action. If the parties are unable to agree upon corrective action, Land Trust may pursue appropriate legal action in accordance with this Section.

E. **Damages.** Any party damaged by a violation of this Easement shall be entitled to recover damages for violation of the terms of this Easement or injury to any of the Conservation Values protected by this Easement including, without limitation, damages for the loss of Conservation Values. Without limiting Landowner's liability therefor, Land Trust, in its reasonable discretion, may apply any damages recovered to the cost of undertaking any corrective action in the Easement Area.

F. **Emergency Enforcement.** If Land Trust, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Easement Area, Land Trust may proceed immediately to seek an injunction to stop such damage, temporarily or permanently. Land Trust may also seek an injunction requiring Landowner to restore, or pay for the restoration of, the Easement Area to its condition before the violation.

G. **Scope of Relief.** Land Trust's rights under this Section VII shall apply equally to threatened as well as actual violations of the terms of this Easement, and Landowner agrees that Land Trust's remedies at law for any violation of the terms of this Easement are inadequate and that Land Trust shall be entitled to seek the injunctive relief described in this

Section, both prohibitive and mandatory, in addition to such other relief to which Land Trust may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Land Trust's remedies described in this Section VII shall be cumulative and shall be in addition to all remedies at law or in equity. The provisions of California Civil Code section 815 *et seq.* are incorporated herein by this reference and this Easement is made subject to all of the rights and remedies set forth therein. Land Trust retains the discretion to choose the appropriate method to enforce the provisions of this 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. **Expert Assistance.** The opinions of any conservation biologist or other appropriate consultant or expert engaged to assist the parties in the resolution of any claim of injury to any Conservation Value shall be admissible in any judicial proceedings conducted with respect to that asserted violation.

I. **Costs of Enforcement.** Except as otherwise provided in this Section VII, any reasonable costs incurred by Land Trust in enforcement of the terms of this Easement against Landowner, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Landowner's violation of the terms of this Easement shall be borne by Landowner, provided that Landowner shall not be responsible for the costs of restoration necessary to remedy damage to the Easement Area caused by the conduct of Land Trust or of third parties acting without permission or knowledge of Landowner.

J. **Enforcement Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Landowner or Land Trust, as the case may be, and any forbearance by Landowner or Land Trust to exercise its rights under this Easement shall not be deemed or construed to be a waiver by Landowner or Land Trust of such rights or of any subsequent breach of the same or any other terms of this Easement, or of its rights under the Easement. No delay or omission by Landowner or Land Trust in the exercise of any right or remedy upon any breach by Landowner or Land Trust shall impair such right or remedy or be construed as a waiver, and Landowner and Land Trust each hereby waives any defense of laches, estoppel, or prescription.

K. **Acts Beyond Landowner's Control.** Nothing contained in this Easement shall be construed to entitle Land Trust to bring any action against Landowner for any injury to or change in the Easement Area resulting from natural causes beyond Landowner's control, including without limitation fire, flood, storm and earth movement, or actions by unrelated third parties outside the knowledge of Landowner, or from any prudent action by Landowner to prevent, abate or mitigate injury to the Easement Area resulting from such causes. The preceding sentence is not intended, nor may it be construed, to relieve the Landowner of its obligation to take reasonable actions to prevent injury or change to the Easement by unrelated third parties.

VIII. **LANDOWNER'S TITLE WARRANTY.** Landowner represents and warrants that Landowner has fee simple title to the Easement Area, free from liens or encumbrances, except as listed in Exhibit C, and hereby promises to defend the same against all claims that may be made against it. Landowner represents and warrants that the Easement Area is not subject to any other conservation easement. Landowner may grant subsequent conservation easements on the Easement Area, provided that such easements do not conflict with the terms of this Easement

or interfere with or reduce the Conservation Values. Landowner shall provide Land Trust notice at least ninety (90) days in advance, in writing, of any proposed conservation easement for the Easement Area, which notice shall include the proposed easement.

IX. ENVIRONMENTAL PROVISIONS.

A. Landowner's Environmental Warranty. Landowner warrants that Landowner has no knowledge of a release or threatened release of Hazardous Substances (as defined below) or wastes on or that could adversely affect the Easement Area in any material respect and shall indemnify, defend, protect, and hold the Land Trust Parties harmless from any claim, judgment, damage, penalty, fine, cost, liability (including any amount paid in settlement of a claim), or loss, including reasonable attorneys' fees, consultant fees, and expert fees (consultants and experts to be selected by Land Trust), which arise during or after the term of this Easement from or in connection with the violation of environmental laws (as defined below) or the presence or suspected presence of Hazardous Substances in the soil, groundwater, or soil vapor on or under the Property, except to the extent the Hazardous Substances are present as a result of the active gross negligence or intentional act of any of the Land Trust Parties. Without limiting the generality of the foregoing, the indemnification provided by this Section shall specifically cover any cost incurred by any of the Land Trust Parties in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of the presence or suspected presence of Hazardous Substances in the soil, groundwater, or soil vapor on or under the Property, except to the extent the Hazardous Substances are present as a result of the active gross negligence or intentional act of any of the Land Trust Parties. Without limiting the generality of the foregoing, the indemnification provided by this Section shall also specifically cover any cost incurred in connection with: (1) Hazardous Substances present or suspected to be present in the soil, groundwater or soil vapor on or under the Property before the date this Easement is executed; or (2) Hazardous Substances present on or under the Property as a result of any discharge, dumping, spilling (accidental or otherwise) onto the Property during or after the term of this Easement, by any person, corporation, partnership or entity other than the Land Trust Parties. The term "environmental laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order, or requirement relating to environmental conditions or Hazardous Substances.

B. Land Trust's Environmental Warranty. Land Trust shall indemnify, defend, protect, and hold Landowner harmless from and against all litigation costs, demands, penalties, damages, liabilities, claims, or expenses (including reasonable attorneys' fees) arising from or connected with any release of Hazardous Substances or violation of environmental laws as a direct result of or arising out of the active gross negligence or intentional act of Land Trust on the Easement Area.

C. Land Trust Not an Owner, Operator, or Responsible Party. Notwithstanding any other provision herein to the contrary, the parties do not intend this Easement to be interpreted such that it creates in or gives to Land Trust, and the parties agree that this Easement does not and shall not create in or give to Land Trust:

1. The obligations or liability of an “owner” or “operator” or “responsible person” 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”);
2. The obligations or liability of a person described in 42 USC §9607(a)(3) or (4);
3. The obligations of a responsible person under any applicable environmental laws;
4. The right to investigate and remediate any hazardous materials associated with the Easement Area; or
5. Any control over Landowner’s ability to investigate, remove, remediate, or otherwise clean up any hazardous materials associated with the Easement Area.

D. **Hazardous Substance.** The term “**Hazardous Substance**” means (1) any chemical, compound, material, mixture, or substance that is now or may be later defined or listed in, or otherwise classified under, any federal, state, or local laws, regulations, and ordinances as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant,” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or “PE toxicity”; and (2) any petroleum, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource-recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal sources.

X. **LAND TRUST TRANSFER OF EASEMENT.** Land Trust may transfer this Easement to (a) any public agency authorized to hold interests in real property as provided in section 815.3 of the California Civil Code; or (b) any private nonprofit organization that, at the time of transfer, is a “qualified organization” under section 170(h) of the U.S. Internal Revenue Code and under section 815.3(a) of the California Civil Code.

A. **Voluntary Transfer.** In selecting an appropriate transferee entity, preference shall be given first to the other parties to this Easement, and then to a qualified agency or organization with a conservation purpose, that has board, staff, or consultants with practical public open space management experience, and which agency or organization expressly agrees to assume the responsibility imposed on the Land Trust by this 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 Land Trust by this Easement may be selected. Land Trust shall provide to Landowner prior 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 are equally capable of effecting the purposes of this Easement, then Land Trust may select the organization that shall be the

transferee in its reasonable discretion. As a condition of any such transfer, Land Trust shall require that the Easement Purpose set forth in this Easement continue to be carried out and enforced.

B. **Involuntary Transfer.** If Land Trust ever ceases to exist or no longer qualifies under section 170(h) of the U.S. Internal Revenue Code, or applicable state law, a court of competent jurisdiction shall transfer this Easement to another qualified organization having substantially similar purposes that agrees to assume the responsibilities imposed on Land Trust by this Easement, provided that Landowner shall be provided notice of and an opportunity to participate in the court proceedings. As a condition of any such transfer, Land Trust shall require that the Easement Purpose set forth in this Easement continue to be carried out and enforced.

XI. **LANDOWNER TRANSFER OF EASEMENT AREA.** Any time the Easement Area or any interest in it is transferred by Landowner to any third party, Landowner shall notify Land Trust in writing before the transfer of the Easement Area together with contact information for the transferee, and the deed of conveyance shall expressly refer to this Easement. Failure to notify Land Trust or include the required reference to this Easement in the deed shall not affect the continuing validity and enforceability of this Easement.

A. **Transfer Fee.** As partial consideration for Land Trust's acceptance of this Conservation Easement, and to help defray all or part of Land Trust's or its successors' costs of monitoring such Conservation Easement, Landowner shall, at the time of transfer of the Easement Area (or any portion thereof) to any third party, pay to Land Trust or its successor-in-interest, a transfer fee (the "Transfer Fee") equal to the greater of (a) one quarter of one percent (0.25%) of the fair market value of the Easement Area (or portion thereof) (provided that the value of the Easement Area is to be determined at the time of the transfer through an appraisal by a certified appraiser selected by Landowner, and approved by Land Trust) or (b) Forty Thousand Dollars (\$40,000), which amount shall be adjusted every five (5) years to reflect the percentage increase during the past five (5) years in the Consumer Price Index – All Urban Consumers for the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area as published by the United States Department of Labor Bureau of Statistics Data or such successor area and/or agency; provided, however, that no such Transfer Fee shall be due for any of the following transfers:

1. Any transfer to a family member (defined as a grandparent, parent, uncle, aunt, brother or sister; lineal descendant of a brother, sister, uncle, or aunt; spouse; lineal descendant or adopted child (if the adoption occurs before the child reaches the age of majority) of any member, shareholder, or partner of Landowner;
2. Any transfer by gift, donation, or bequest by Landowner or its successors in interest;
3. Any transfer into a revocable inter vivos trust for the benefit of the transferor, the transferor's heirs, successors or assigns or from such trust to the original grantor thereof; or

4. A transfer of a security interest to a bona fide lender by the owner of the Property or a sale or transfer by such lender or trustee of any deed of trust under the power of sale provisions in any mortgage or deed of trust.

The Transfer Fee, when due hereunder, shall be deemed a lien against the Property in accordance with California Civil Code section 2872 *et seq.* and shall be enforceable by court proceeding in accordance with California Code of Civil Procedure section 725a *et seq.* or non-judicially by power of sale under California Civil Code section 2824 *et seq.* Notwithstanding the foregoing, the lien created hereby shall at all times be deemed subordinate and junior to, and shall in no instance defeat the lien of a mortgage or deed of trust secured by the Property.

B. **Recording the Transfer Fee Notice.** Concurrently herewith, in compliance with California Civil Code section 1098.5, Land Trust will record a document entitled "Payment of Transfer Fee Required" in the form required by statute.

XII. **AMENDMENT.** This Easement may be amended only with the written consent of Land Trust and Landowner. Any such amendment shall be consistent with the purposes of this Easement and the adopted amendment policy of Land Trust in effect at the time, shall not affect its perpetual duration, and shall comply with sections 501(c)(3) and 170(h) of the U.S. Internal Revenue Code, California Civil Code section 815 *et seq.*, and any regulations promulgated in accordance with these statutes. Landowner shall reimburse Land Trust for its reasonable expenses associated with review, approval and recordation of any amendment initiated by Landowner.

XIII. **EXTINGUISHMENT.** If circumstances arise in the future which render the purpose of this Easement impossible to accomplish, this Easement may be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. Upon such termination, Landowner shall pay to Land Trust the stipulated fair market value of the Easement as of the date of such termination as provided in Section XV below, or proportionate part thereof, which shall be used by Land Trust in a manner consistent with its conservation purposes, which are exemplified by this Easement.

XIV. **CONDEMNATION.** If all or any part of the Easement Area is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Landowner and Land Trust shall act jointly to recover the full value of the interests in the Easement Area subject to the taking or in lieu of purchase and all direct or incidental damages resulting therefrom. All expenses incurred by Landowner and Land Trust in connection with the taking or in lieu purchase shall be paid out of the parties' respective amounts recovered. Land Trust's share of the proceeds shall be determined by the ratio established in Section XV below as of the date of the taking or in lieu purchase. If only a portion of the Easement Area is subject to such exercise of eminent domain, this Easement shall remain in effect as to all other portions of the Easement Area.

XV. **VALUATION.** This Easement constitutes a real property interest immediately vested in Land Trust. For the purpose of Sections XIII and XIV, the parties stipulate that this

Easement has a fair market value determined by multiplying (a) the fair market value of the Easement Area unencumbered by the Easement by (b) the ratio of the value of the Easement to the value of the Easement Area unencumbered by the Easement.

XVI. GENERAL PROVISIONS.

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

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

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

XVII. PERPETUAL DURATION. The conservation easement created by this Easement shall be a servitude running with the land in perpetuity. Every provision of this Easement that applies to Landowner and Land Trust shall also apply to and be binding upon their respective agents, heirs, beneficiaries, executors, administrators, successors, and assigns.

XVIII. 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 reputable courier service where receipt is confirmed in writing, addressed as follows or such other address as either party from time to time shall designate on not less than thirty (30) days prior written notice to the other.

To Landowner: County of Santa Barbara
General Services Department
Real Property Division – Casa Nueva
260 San Antonio Rd
Santa Barbara, CA 93110
Attn: Real Property Manager
Email: realproperty@countyofsb.org
Telephone: 805-568-3070

With Copy to:
County of Santa Barbara
Parks Division
105 E. Anapamu St., 2nd Floor
Santa Barbara, CA 93101
805-568-2467

To Land Trust: Attn: Executive Director
 The Land Trust for Santa Barbara County
 Post Office Box 91830
 Santa Barbara, CA 93190-1830
 Telephone: (805) 966-4520

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

XX. **ENTIRE AGREEMENT.** This Easement, the Baseline Report, and the Management Plan (if any) set forth the entire agreement of the parties with respect to the Easement Area and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement Area, all of which are herein merged.

XXI. **COUNTERPARTS.** The parties may execute this Easement in two or more counterparts, which shall, in the aggregate, have the same effect as if both parties had executed the same document; and both counterparts shall be construed together and shall constitute a single document.

XXII. **EXHIBITS.** The exhibits attached hereto are incorporated herein by reference:

Exhibit A: Property Description
Exhibit B: Description and Map of Easement Area
Exhibit C: Permitted Encumbrances
Exhibit D: Acknowledgment of Baseline Report

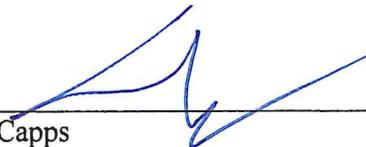
Remainder of Page intentionally Left Blank; Signatures Appear on Following Page

IN WITNESS WHEREOF the undersigned parties have executed this Conservation Agreement as of the date first written above.

“LANDOWNER”

COUNTY OF SANTA BARBARA, a political subdivision of the State of California

ATTEST
MONA MIYASATO
CLERK OF THE BOARD

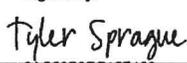
By: 
Laura Capps
Chair, Board of Supervisors

By: 
Sheila De La Guerra
Deputy Clerk

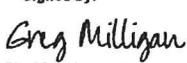
Date: 12-9-25

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL



Signed by:
By: 
Tyler Sprague
Deputy County Counsel

APPROVED AS TO FORM:
RISK MANAGEMENT

Signed by:
By: 
Greg Milligan

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, December 9, 2025 before me, Sheila de la Guerra, a Deputy Clerk, personally appeared SUPERVISOR LAURA CAPPS, CHAIR OF THE BOARD OF SUPERVISORS, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature Sheila de la Guerra

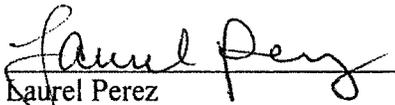
California Civil Code section 1189

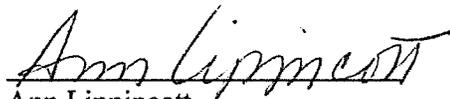


(Seal)

“LAND TRUST”

THE LAND TRUST FOR SANTA BARBARA COUNTY,
a California nonprofit public benefit corporation

By: 
Name: Laurel Perez
Title: President

By: 
Name: Ann Lippincott
Title: Secretary

ACKNOWLEDGMENT

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

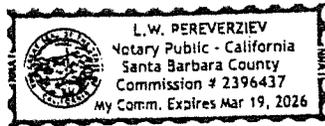
State of California
County of Santa Barbara

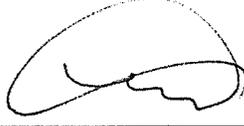
On 18 Nov 2025 before me, L.W. Pereverziev, Notary Public
(insert name and title of the officer)

personally appeared Aurel Perez = Ann Hippincott
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 

(Seal)

L.W. Pereverziev, Notary Public
Santa Barbara County, 805 674-2323
Comm. No. 2396437, Exp. 03/19/2026

Deed of Conservation Easement

Exhibit A
Property Description

Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

That portion of the RANCHO LA GOLETA, County of Santa Barbara, State of California, described as follows:

Beginning at a $\frac{3}{4}$ " survey pipe set on the center line of a 40 foot roadway as shown on the map of the division of the JULIA BELLE AUSTIN ESTATE filed in Book 26, at Page 129 of records of said County, said point also being the most Westerly corner of the tract of land described in deed to County National Bank and Trust Company of Santa Barbara recorded October 15, 1956, as Instrument No. 20139, in Book 1407, at Page 409 of Official Records; thence North $81^{\circ} 02'$ West 21.68 feet to a $\frac{3}{4}$ " survey monument set in the road bed; thence North $1^{\circ} 11'$ East along the West line of the tract of Land described as Parcel 3 in the deed to perry Gwynne More Austin, recorded July 20, 1943, as Instrument No. 5739, in Book 572, at Page 464 of Official Records, 572.2 feet to the Northwest corner thereof; thence along the Northerly line of said tract North $89^{\circ} 36'$ East 1784.13 feet to the most Westerly corner of Tract 1A as shown on the map filed in Book 17, at Page 188 and 189 record of surveys, records of said County; thence South 41.8 feet; thence South $42^{\circ} 30'$ East 906.34 feet to a point in the center line of the above mentioned 40 foot road; thence along said centerline South $88^{\circ} 04' 35''$ West 1824.55 feet to the beginning of a curve to the right; thence along said curve in a Northwesterly direction 151.02 feet said curve having a delta of $29^{\circ} 36' 40''$, a radius of 292.38 feet and a tangent of 77.28 feet; thence North $62^{\circ} 18' 45''$ West 74.86 feet to the beginning of a curve to the left said curve having a delta of $18^{\circ} 42' 10''$, a radius of 1129.79 feet and a tangent of 186.05 feet; thence along said curve 368.79 feet to the Point of Beginning.

EXCEPTING FROM said land above described all gas now or hereafter produced from the area underlying said land, lying between the lowest limits of the zone commonly known as the "Vaqueros Sand" and the surface of the ground and such oil as is now known to exist in the development of gas from said "Vaqueros Sand", in said area above referred to as described in the deed to Pacific lighting corporation, a corporation, recorded January 23, 1941, as Instrument No. 602, in Book 510, Page 269 of Official Records, records of said County.

APN 065-320-004

Exhibit B Description and Map of Easement Area

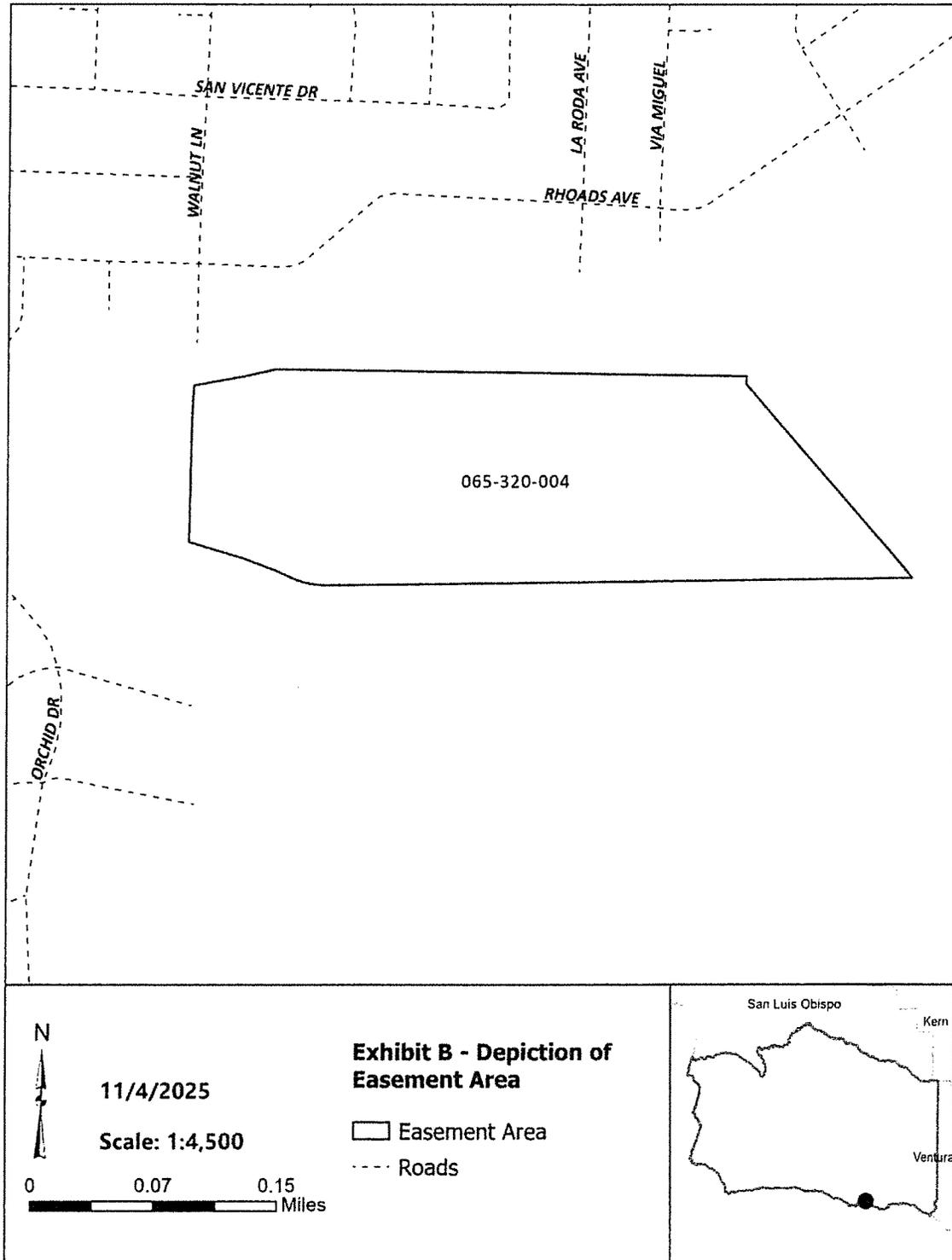


Exhibit C
Permitted Encumbrances

1. An easement for a roadway, over and across a portion of said land, as shown on a licensed surveyor's map, recorded in BOOK 17, PAGES 188 and 189 of Record of Surveys and thereon designated as a roadway, more commonly known as Vieja Drive, as set forth in the deed of partition of said land, executed by Pacific-Southwest Trust And Savings Bank, a corporation, et al., recorded May 6, 1926 as INSTRUMENT NO. 4355 IN BOOK 94, PAGE 243 of Official Records and as set forth in the deed of partition of said land, executed by Security First National Bank of Los Angeles, et al., recorded April 17, 1937 as INSTRUMENT NO. 3137 IN BOOK 392, PAGE 190 of Official Records.

2. An easement for gas pipeline and incidental purposes, recorded January 26, 1931 as INSTRUMENT NO. 833 IN BOOK 235, PAGE 102 of Official Records.

In Favor of: Southern Counties Gas Company of California
Affects: portions lying within Vieja Drive

3. Covenants, conditions and restrictions in the document recorded April 17, 1937 as BOOK 392, PAGE 190 of Official Records, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

4. The right to introduce into, store and remove gas and such gaseous hydrocarbons from that portion of said land lying between the base of the zone commonly known as the "Vaqueros Sand" and the surface of said land, regardless of whether said gas is produced from said land or elsewhere, upon the conditions, restrictions and limitations as herein provided as granted to Pacific Lighting Corporation, a corporation, by deed recorded January 23, 1941 in BOOK 510, PAGE 269 of Official Records.

5. The terms and provisions contained in the document entitled STORAGE AGREEMENT recorded July 22, 1941 as BOOK 525, PAGE 462 and also recorded on December 11, 1959 in BOOK 1393, PAGE 181, both of Official Records.

6. The effect of a map purporting to show the land and other property, filed BOOK 26, PAGE 129 of Record of Surveys.

7. The right to conduct waters by pipes from wells outside of said land, by the most direct route across said land as set forth in partition deed between Winthrop Provst Austin, et al., recorded July 20, 1943 as INSTRUMENT NO. 5972 IN BOOK 572, PAGE 464 of Official Records., and as disclosed by a memorandum of restrictions recorded September 28, 1960 as INSTRUMENT NO. 30150 IN BOOK 1783, PAGE 450 of Official Records.

8. An easement for pipe lines and incidental purposes, recorded May 22, 1952 as INSTRUMENT NO. 7434 IN BOOK 1070, PAGE 277 of Official Records.
In Favor of: Southern California Gas Company
9. An easement for roadway purposes and incidental purposes, recorded October 03, 1956 as INSTRUMENT NO. 19440 IN BOOK 1405, PAGE 515 of Official Records.
In Favor of: Charles A. Beguhe, et al.
Affects: that portion lying within the lines of Vieja Drive
10. The effect of a map purporting to show the land and other property, filed BOOK 39, PAGE 4 of Record of Surveys.
11. An easement for maintenance of flood control structures and incidental purposes, recorded May 04, 1959 as INSTRUMENT NO. 13961 IN BOOK 1621, PAGE 440 of Official Records.
In Favor of: County of Santa Barbara and the Santa Barbara County Flood Control and Water Conservation District
Affects: the westerly and northwesterly portion of said land
The location of the easement cannot be determined from record information.
12. An easement for sewer lines and incidental purposes, recorded May 19, 1972 as INSTRUMENT NO. 18421 IN BOOK 2402, PAGE 427 of Official Records.
In Favor of: Goleta Sanitary District
Affects: the northwesterly portion of said land
13. An amended judgement by Martha H. Wright, et al., plaintiffs vs Goleta Water District, ET al., defendants, case no. SM57969 (formerly 101485), recorded NOVEMBER 20, 1989 as INSTRUMENT NO. 89-77215 of Official Records.
14. The effect of a management service agreement executed by the Goleta Water District and by Perry G. M. Austin, recorded November 7, 1989, as INSTRUMENT NO. 89-74627 of Official Records.
15. The effect of an Offer of Dedication executed by Perry Austin to the Goleta Water District, recorded November 16, 1989, as INSTRUMENT NO. 89-76732 of Official Records.
The location of the easement cannot be determined from record information.
16. The effect of a map purporting to show the land and other property, filed BOOK 69, PAGES 14, 15 of Record of Surveys.

Exhibit D
Acknowledgment of Baseline Report

Land Trust prepared a Baseline Report dated November 2025 to document and establish the present condition of the Easement Area. The Baseline Report contains an inventory of the Property's relevant features, conditions, improvements, and Conservation Values.

County of Santa Barbara, as Landowner, and The Land Trust for Santa Barbara County, as Land Trust, certify that each is familiar with the condition of the Easement Area and do acknowledge and certify, to each of the undersigned's actual knowledge, that the Baseline Report dated November 2025, and all of its inclusions, is an accurate representation of the condition of the Easement Area as of the Effective Date. Landowner and Land Trust each have received copies of the Baseline Report.

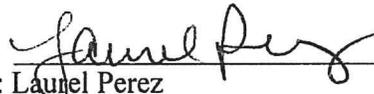
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LAND TRUST:

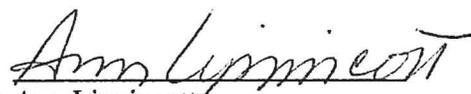
COUNTY OF SANTA BARBARA, a political subdivision of the State of California
ATTEST

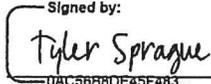
THE LAND TRUST FOR SANTA BARBARA COUNTY, a California nonprofit public benefit corporation

By: 
Name: Laura Capps
Title: Chair, Board of Supervisors
Date: 12-9-25

By: 
Name: Laurel Perez
Title: President
Date: Nov 18, 2025

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Name: Ann Lippincott
Title: Secretary
Date: NOV. 18, 2025

Signed by:
By: 
Tyler Sprague
Deputy County Counsel