

**RECORDING REQUESTED BY:  
COUNTY OF SANTA BARBARA**

**WHEN RECORDED RETURN TO:**

County of Santa Barbara  
Department of General Services  
Real Estate Services Division  
1105 Santa Barbara Street  
Santa Barbara, CA 93101

No Fee per Cal. Gov. Code 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 081-150-032

**DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("**Restrictive Covenant**") is made this \_\_\_ day of \_\_\_\_\_, 2022 by the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (hereinafter "**Declarant**").

**RECITALS**

A. Declarant is the sole owner in fee simple of certain real property containing 723.36 acres, located in the city of Goleta, county of Santa Barbara, state of California, found on Assessor's Parcel Number ("**APN**") 081-150-032 (the "**Parcel**"). The Parcel is legally described on **Exhibit "A"** attached hereto and incorporated by this reference. The Parcel is one of three parcels that makes up the 1,083-acre Baron Ranch (the "**Ranch**") owned by the Declarant. A portion of the Parcel has historically been used for agricultural production and includes a single-family dwelling. The Declarant desires to grant a restrictive covenant over an approximately 31.413-acre portion of the Parcel (the "**Restricted Property**") that includes former agricultural areas (avocado and cherimoya orchards) restored to native habitats. The Restricted Property is legally described on **Exhibit "B"** and depicted on **Exhibit "C"** attached hereto and incorporated by this reference.

B. The Restricted Property provides, among other things, compensatory mitigation for certain impacts, including 1.53 acres of impacts to jurisdictional wetlands and waters of the United States, from development of the Tajiguas Landfill Reconfiguration Project ("**Project**") by Declarant pursuant to requirements of (1) the United States Army Corps of Engineers' ("**ACOE**") Clean Water Act ("**CWA**") Section 404 Permit No. SPL-2008-01191-JWM and any amendments thereto ("**Section 404 Permit**"); and (2) the California Department of Fish and Wildlife's ("**CDFW**") Section 1602 Streambed Alteration Agreement No. 1600-2009-0263-R5 and any amendments thereto ("**Section 1602 Agreement**"); and (3) the United States Fish and Wildlife Service ("**USFWS**") Biological Opinion No. 200801191-JWM (8-8-09-F/C-7) and any amendments thereto ("**BO**"). This compensatory mitigation is also included in Declarant's project description for purposes of the Central Coast Regional Water Quality Board ("**RWQCB**") CWA Section 401 Water Quality Certification No. 34208WQ15 ("**Section 401 Permit**") and any amendments thereto. The foregoing documents are collectively referred to herein as the "**Approval Documents.**"

C. This Restrictive Covenant is designed to satisfy and is granted in satisfaction of the Approval Documents.

D. Consistent with the terms and conditions of this Restrictive Covenant, the Restricted Property is and will remain in a Natural Condition as defined herein and is intended to be preserved in its natural, scenic, open condition and to maintain its ecological values (collectively, “**Conservation Values**”). The Conservation Values are of importance to the people of the county of Santa Barbara and the people of the United States.

E. The ACOE is the federal agency charged with the primary responsibility for regulating activities in the waters of the United States, including wetlands, with regulatory authority over discharges of dredged and fill material into such waters pursuant to Section 404 of the Clean Water Act, and is a third-party beneficiary of this Restrictive Covenant.

### **COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS**

In consideration of the above recitals and the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the United States and state of California, including Civil Code Section 815, Declarant hereby declares the Restricted Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of, and used subject to the following restrictive covenants (and incorporating the above recitals herein by this reference), which shall run with the land, and be binding on Declarant’s heirs, successors in interest, administrators, assigns, lessees, or other occupiers and users of the Restricted Property, or any portion of it.

1. **Purpose.**

(a) The purposes of this Restrictive Covenant are to (1) ensure the Restricted Property will be preserved in a Natural Condition, as defined herein, in perpetuity and (2) prevent any use of the Restricted Property that will impair or interfere with the Conservation Values of the Restricted Property (the “**Purpose**”). Declarant intends that this Restrictive Covenant will confine the use of the Restricted Property to such activities that are consistent with this purpose, including without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

(b) The term “**Natural Condition**,” as referenced in the preceding paragraph and other portions of this Restrictive Covenant, shall mean the condition of the Restricted Property as it exists at the time this Restrictive Covenant is executed, as well as future enhancements or changes to the Restricted Property that occur directly as a result of the following activities:

(1) Compensatory mitigation measures (“**Compensatory Mitigation**”), including implementation, maintenance and monitoring activities, required by the Approval Documents and as described in the “Baron Ranch Restoration Plan,” prepared by EcoSystems Restoration Associates, dated July 2008, revised September 2008 and addendum March 2009 (collectively, the “**Mitigation Plan**”). The cover page and introduction are attached as **Exhibit “D;”**

(2) In-perpetuity maintenance obligations (“**Long-Term Maintenance**”) that occur on the Restricted Property as described in Section 14 herein.

(3) Activities described in Section 3 and Section 5 herein.

(c) Declarant represents and warrants that the only structures or other man-made improvements existing on the Restricted Property consist of: improved or unimproved roads also used as public recreational trails; paths; ground water wells, above and below ground water pipelines, pumps and control valves; stormwater drainage collection features (culverts, pipes and inlets constructed of metal or concrete); electrical panels, poles and lines; and fences in various locations that include both chain link and wood and metal posts with metal strands or barbed wire. Ranch Well No. 1 is located within APN 081-150-032 and is within the Restricted Property. The well serves an existing single-family dwelling also located on APN 081-150-032, but which is not located within the Restricted Property. Pipes connecting the well to the single-family dwelling are also partially within the Restricted Property. Declarant further represents and warrants that with the exception of easements granted to Southern California Edison (“SCE”), which have been excluded from the Restricted Property in the legal description (Exhibit B), there are no previously granted easements existing on the Restricted Property that interfere or conflict with the Purpose of this Restrictive Covenant as evidenced by the Preliminary Title Report dated October 29, 2019, attached hereto as **Exhibit “E.”** The present Natural Condition is evidenced in part by the depiction of the Restricted Property attached on **Exhibits “F-1.1, F-1.2, F-2.1 and F-2.2;”** showing all relevant and plottable property lines, easements, dedications, improvements, structures, boundaries, and major distinct natural features such as waters of the United States. Declarant has delivered further evidence of the present Natural Condition to ACOE consisting of (1) a color aerial photograph of the Restricted Property at an appropriate scale taken May 2021; (2) an overlay of the Restricted Property boundaries on that aerial photograph; and (3) on-site color photographs representing known improvements, structures, and natural features of the Restricted Property.

(d) If a controversy arises with respect to the present Natural Condition of the Restricted Property, Declarant and/or ACOE shall not be foreclosed from utilizing any and all other relevant documents, surveys, photographs or other evidence or information to assist in the resolution of the controversy.

(e) The term “**Biological Monitor**” shall mean either an employee of the Declarant or an independent third-party consultant with knowledge of riparian resources in the Santa Barbara County area and expertise in the field of biology or a related field.

2. ACOE Rights. To accomplish the Purpose of this Restrictive Covenant, Declarant hereby grants and conveys the following rights to ACOE (but without obligation of the ACOE):

(a) A non-exclusive easement on and over the Restricted Property to preserve and protect the Conservation Values of the Restricted Property; and

(b) A non-exclusive easement on and over the Parcel and Restricted Property to enter upon the Restricted Property to monitor Declarant’s compliance with and to otherwise enforce the terms of this Restrictive Covenant; and

(c) A non-exclusive easement on and over the Restricted Property to prevent any activity on or use of the Restricted Property that is inconsistent with the Purpose of this Restrictive Covenant and to require the restoration of such areas or features of the Restrictive Covenant that may be damaged by any act, failure to act, or any use that is inconsistent with the Purpose of this Restrictive Covenant; and

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

(e) The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Restrictive Covenant.

3. Declarant's Duties. COUNTY OF SANTA BARBARA shall undertake construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan until the performance standards included in the Mitigation Plan are met as evaluated in the annual revegetation performance monitoring ("**Final Approval**"). This duty is non-transferable. Declarant its successors and assigns shall:

(a) Undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities would be inconsistent with the Conservation Values and would violate the permitted uses of the Restricted Property set forth in this Restrictive Covenant;

(b) Cooperate with ACOE in the protection of the Conservation Values;

(c) Repair and restore damage to the Restrictive Property directly or indirectly caused by Declarant, Declarant's guests, representatives or agents and third parties within Declarant's control; provided, however, Declarant, its successors or assigns shall not engage in any repair or restoration work in the Restricted Property without first consulting with ACOE. For the avoidance of doubt, SCE is not a third party within Declarant's control when it is exercising its rights to access its easement through this Restrictive Covenant as documented in Exhibit E;

(d) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Restrictive Covenant, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements;

(e) Upon receipt of Final Approval, perform in-perpetuity Long-Term Maintenance on the Restricted Property set forth in Section 14 below;

(f) Within 60 days of recordation of this Restrictive Covenant, install signs and other notification features saying "Natural area Open Space," "Protected Natural Area," or similar descriptions that inform persons of the nature and restrictions on the Restricted Property. Planning and Development Department for the County of Santa Barbara confirms that these types of signs do not require a Coastal Development Permit. Prior to erection of such signage, Declarant shall submit detailed plans showing the location and language of such signs to ACOE for review and approval. The erection and maintenance of informative signage shall not be in direct or potential conflict with the preservation of the Natural Condition of the Restricted Property or the Purpose of this Restrictive Covenant and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements; and

(g) Perform an annual compliance inspection of the Restricted Property, prepare an inspection report, and shall make reports available to ACOE upon request.

4. Prohibited Uses. Any activity on or use of the Restricted Property inconsistent with the Purpose of this Restrictive Covenant is prohibited. Without limiting the generality of the foregoing, the following uses by Declarant, and its respective guests, agents, assigns, employees, representatives, successors and third parties within Declarant's control, are expressly prohibited:

(a) Supplemental or unseasonable watering except as specifically provided for in the Mitigation Plan;

(b) Use of chemical herbicides, pesticides, rodenticides, fungicides, biocides, fertilizers, or other agents or weed abatement activities, except weed abatement activities necessary to control or remove invasive, exotic plant species and preventative fire protection purposes in accordance with Subsection 5(c);

(c) Incompatible fire protection activities except the fire prevention activities set forth in Subsection 5(f);

(d) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways and as necessary to access areas of the Ranch and Ranch infrastructure serving the agricultural and residential uses outside of the Restricted Property and restore native plant communities consistent with Section 5;

(e) Grazing or other agricultural activity of any kind;

(f) All hunting and fishing are prohibited;

(g) Residential, commercial, retail, institutional, or industrial structures or uses;

(h) Any legal or de facto division, subdivision or partitioning of the Restricted Property, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35). This paragraph shall not prevent Declarant from dividing, subdividing or partitioning any part of the Parcel that is not within the Restricted Property. Furthermore, Declarant is not prevented from dividing, subdividing, partitioning or otherwise severing the Restricted Property from the Parcel;

(i) Construction, reconstruction, expansion, location, relocation, installation or placement of any building, road, wireless communication cell towers, or any other structure or improvement of any kind, or any billboard, fence, boundary marker or sign, except signs permitted in Subsection 3(f);

(j) Depositing, dumping or accumulating soil, trash, ashes, refuse, waste, bio-solids or any other material;

(k) Planting, gardening, introducing or dispersing non-native or exotic plant or animal species;

(l) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, gravel, soil, rocks, sands or other material on or below the surface of the Restricted Property;

(m) Altering the surface or general topography of the Restricted Property, including but not limited to any alterations to habitat, building new roads or trails, flood control work, walls, drainage facilities, or paving or otherwise covering any portion of the Restricted Property;

(n) Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except as necessary for (1) emergency or preventative fire protection as required by fire safety officials as set forth in Subsection 5(f), (2) controlling invasive, exotic plants which threaten the integrity of the habitat, (3) preventing or treating disease, (4) conducting activities permitted by the Mitigation Plan, or (5) activities described in Section 3, Section 5 and Section 14. In the event that activity in the Restricted Property is necessary to prevent or treat disease as listed in item (3) herein, the first priority for action shall be chemical and biological methods. No invasive or non-native species shall be introduced to prevent or treat disease, unless chemical or biological methods have failed to resolve the problem and the County of Santa Barbara Department of Environmental Health, or other agency with authority, determines that no other methods will address the problem. Removal of vegetation to prevent or treat disease shall only be allowed if chemical or biological methods have failed to resolve the problem or upon a showing that removal of vegetation is required on an emergency basis;

(o) Manipulating, or altering any natural watercourse, body of water or water circulation on the Restricted Property other than as described in the Mitigation Plan, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;

(p) Creating, enhancing, or maintaining fuel modification zones (defined as a strip of mowed land or the planting of vegetation possessing low combustibility for purposes of fire suppression), or other activities that could constitute fuel modification zones;

(q) Without the prior written consent of ACOE, which ACOE may not unreasonably withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air or water rights from the Restricted Property; changing the place or purpose of use of the water rights on the Restricted Property; 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 Restricted Property, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Restricted Property; and (4) any water from wells that are in existence or may be constructed in the future on the Restricted Property;

(r) Any use or activity that may violate, or fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Declarant, the Restricted Property, or the use or activity in question;

(s) No use shall be made of the Restricted Property, and no activity thereon shall be permitted, that may adversely affect the Conservation Values of the Restricted Property or otherwise interfere with the Purposes of this Restrictive Covenant. Declarant acknowledges that, in view of the perpetual nature of this Restrictive Covenant, it is unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural

resources, and other future occurrences affecting the Purposes of this Restrictive Covenant. ACOE may determine whether (1) proposed uses or proposed improvements not contemplated by or addressed in this Restrictive Covenant or (2) alterations in existing uses or structures, are consistent with the Purposes of this Restrictive Covenant; and

(t) Creation of any encumbrance superior to this Restrictive Covenant, other than those encumbrances set forth in **Exhibit "E"** hereto, or the recording of any involuntary lien which is superior to this Restrictive Covenant (which is not released or bonded within thirty calendar days), or the granting of any lease, license or similar possessory interest in the Restricted Property which will affect the Conservation Values of the Restricted Property.

5. Reserved Rights. Declarant reserves to itself, and to its person representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Restricted Property, including the right to engage in or to permit or invite others to engage in all uses of the Restricted Property that are not expressly prohibited or limited by, and are consistent with, the Purpose of this Restrictive Covenant, including but not limited to, the following uses:

(a) Access. Reasonable access on to the Restricted Property to conduct mitigation activities in Arroyo Quemado including endangered species surveys and USFWS approved sensitive species translocation activities and through the Restricted Property to adjacent land or to perform obligations or to access existing infrastructure or other activities permitted by this Restrictive Covenant or that are required under the Approval Documents. In addition, police and other public safety organizations and their personnel may enter the Restricted Property to address any legitimate public health or safety matter. Any existing roads previously used for motorized vehicular transportation, pedestrians or otherwise may be used for public walking or riding trails, to include biking and equestrian or other domestic animals. Hiking, horseback riding and biking are permitted on existing roads and trails. Declarant reserves the right to access, repair, replace, and maintain the utility infrastructure; including but not limited to improved and unimproved roads, paths, trails, above and below ground pipelines, wells, electrical and telephone lines may continue to be utilized and repaired, replaced and maintained as required to serve the Ranch, agricultural and recreational purposes, the Restrictive Property, and the Tajiguas Landfill, so long as such utilization, repair, replacement and maintenance is not inconsistent with the Purposes of this Restrictive Covenant and conservation goals and any repair, replacement and/or maintenance shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

(b) Habitat Enhancement Activities. Enhancement of native plant communities, including the right to plant trees and shrubs of the same type as currently existing on the Restricted Property, so long as such activities do not harm the habitat types identified in the Approval Documents or Mitigation Plan. For purposes of preventing erosion and reestablishing native vegetation, the Declarant shall have the right to revegetate areas that may be damaged by the permitted activities under this Section 5, naturally occurring events or by the acts of persons wrongfully damaging the Natural Condition of the Restricted Property. Prior to any habitat enhancement activities, Declarant shall have a Biological Monitor submit detailed plans to ACOE, CDFW, and USFWS for review and written approval. Habitat enhancement activities shall not be in direct or potential conflict with the preservation of the Natural Condition of the Restricted Property or the Purpose of this Restrictive Covenant and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

(c) Vegetation, Debris, and Exotic Species Removal. Removal or trimming of vegetation downed or damaged due to natural disaster, removal of man-made debris, removal of parasitic vegetation (as it relates to the health of the host plant) and removal of non-native or exotic plant or animal species. Vegetation, debris, and exotic plant species removal shall not be in direct or potential conflict with the preservation of the Natural Condition of the Restricted Property or the Purpose of this Restrictive Covenant and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

(d) Erection and Maintenance of Informative Signage. Erection and maintenance of signage and other notification features saying “No Trespass” or similar descriptions that inform persons of the nature and restrictions on the Restricted Property.

(e) No Interference with Development of Adjoining Property. Notwithstanding anything set forth herein to the contrary, nothing in this Restrictive Covenant is intended nor shall be applied to in any way limit Declarant or any of Declarant’s successors and assigns from (1) constructing, placing, installing, and/or erecting any improvements upon the portions of the Parcel not constituting the Restricted Property, and/or (2) developing adjoining property for any purposes, except as limited by any local, state or federal permit requirements for such development and provided that for all of the above clauses, (1) and (2), neither such activity nor any effect resulting from such activity amounts to a use of the Restricted Property, or has an impact upon the Restricted Property, that is prohibited by Section 4 above.

(f) Fire Protection. The right, in an emergency situation only, to maintain firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire), trim or remove brush, and otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire. All other brush management activities shall be limited to areas outside the Restricted Property. If a fire department or fire district requires a vegetation management action that adversely affects the Restricted Property, the Declarant shall prepare a plan and shall submit such plan to ACOE for review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that such approval shall be deemed to have been given by ACOE if such agency fails to respond to a request therefore on or prior to the date that is sixty (60) days after ACOE’s receipt of request therefore, unless Declarant informs ACOE in its notice that the fire department or fire district requires an earlier response. In the event the fire department or fire district disagrees with such plan, Declarant and ACOE agree to work with the noticing fire district or fire department to achieve a mutually acceptable plan. In the event of implementation of such plan, Declarant shall submit a report to ACOE describing and photo documenting any and all fire protection measures performed on the Restricted Property. Declarant shall complete additional mitigation to offset the impacts to the Restricted Property that result from any activity authorized by this Subsection 5(f). Declarant shall consult with ACOE to determine the appropriate amount of mitigation required within 30 days of initiating fire protection activities pursuant to this Subsection 5(f).

(g) Mitigation Plan. Notwithstanding anything herein to the contrary COUNTY OF SANTA BARBARA may take any action required by the Mitigation Plan. Such actions may include, but are not limited to, the following: (1) COUNTY OF SANTA BARBARA shall have the right to maintain, repair and or replace from time to time any or all of the vegetation planted as part of the Mitigation Plan and (2) COUNTY OF SANTA BARBARA may take actions consistent with the Mitigation Plan.



(h) Maintenance, Repair, and/or Replacement of existing Secondary Electrical Lines, Poles and Meters (outside of the SCE easements), Fences, Roads, Paths, and Trails. Subject to Subsection 8(a), the right to use, maintain (including trimming of vegetation), repair, and/or replace the secondary electrical lines, poles and meters, improved and unimproved roads, paths, trails, through the Restricted Property and fences (if installed) around the Restricted Property provided these activities do not conflict, impede, or interfere with the Purposes of the Restrictive Covenant and the Conservation Values of the Restricted Property and any repair, replacement and/or maintenance shall be performed in compliance with all applicable laws, regulations, and permitting requirements. Declarant is responsible for any and all necessary restoration that may result.

(i) Maintenance, Repair, Replacement of Water Wells, Stormwater Drainage Collection Features, Above and Below-Ground Pipelines, Pumps and Control Valves serving the Ranch agriculture and residence. Subject to Subsection 8(a), the right to use, maintain, repair and/or replace the existing water wells, above and below-ground pipelines, pumps and control valves, and stormwater drainage collection features (culverts, pipes and inlets) located within the Restricted Property provided these activities do not conflict, impede, or interfere with the Purposes of the Restrictive Covenant and Conservation Values of the Restricted Property and any repair, replacement and/or maintenance shall be performed in compliance with all applicable laws, regulations, and permitting requirements. Declarant is responsible for any and all necessary restoration that may result.

## 6. Enforcement.

(a) Right to Enforce. Declarant, its successors and assigns, grant to ACOE, U.S. Department of Justice, and the State Attorney General a discretionary right to enforce these restrictive covenants in a judicial or administrative action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. The U.S. Department of Justice and the State Attorney General shall have the same rights, remedies and limitations as ACOE under this Section 6. The rights under this Section are in addition to, and do not limit rights conferred in Section 2 above, the rights of enforcement against Declarant, its successor or assigns under Section 404 Permit, or any rights of the various documents created thereunder or referred to herein.

(b) Notice of Violation. If ACOE determines Declarant is in violation of the terms of this Restrictive Covenant or that a violation is threatened, ACOE shall issue a written notice to Declarant of such violation and demand in writing the cure of such violation (hereinafter "**Notice of Violation**"). Notice shall be provided according to Section 12 of this Restrictive Covenant.

(c) Failure to Cure. Declarant shall cure the noticed violation within thirty (30) days of receipt of said written Notice of Violation from ACOE. If said cure reasonably requires more than thirty (30) days, Declarant shall, within the thirty (30) day period, submit to ACOE for review and approval a plan and time schedule to diligently complete a cure. Declarant shall complete such cure in accordance with the approved plan. If Declarant disputes the Notice of Violation, it shall issue a written notice of such dispute (hereinafter "**Notice of Dispute**") to the ACOE within thirty (30) days of receipt of written Notice of Violation. Notice shall be provided according to Section 12 of this Restrictive Covenant.

(d) Failure to Cure. If Declarant fails to cure the noticed violation(s) within the time period(s) described in Subsection 6(c) above, or Subsection 6(e)(2) below, ACOE may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Declarant with the terms of this Restrictive Covenant. In such action, the ACOE may (i) recovery any damages to which they may be entitled for violation by Declarant of the terms of this Restrictive Covenant, (ii) enjoin the violation, *ex parte* if necessary, by temporary or permanent injunction without the necessity of proving either actual damages, or the inadequacy of otherwise available legal remedies, or (iii) pursue other equitable relief, including, but not limited to, the restoration of the Restricted Property to the condition in which it existed prior to any such violation or injury. ACOE may apply any damages recovered to the cost of undertaking any corrective action on the Restricted Property. This remedy is expressly available notwithstanding the ability to claim damages as provided for in subdivision (i), or (iv) otherwise enforce this Restrictive Covenant.

(e) Notice of Dispute.

(1) If Declarant provides ACOE with a Notice of Dispute, as provided herein, ACOE shall meet and confer with Declarant at a mutually agreeable place and time, not to exceed thirty (30) days from the date that ACOE receives the Notice of Dispute. ACOE shall consider all relevant information concerning the disputed violation provided by Declarant and shall determine whether a violation has in fact occurred and, if so, whether the Notice of Violation and demand for cure issued by ACOE is appropriate in light of the violation.

(2) If, after reviewing Declarant's Notice of Dispute, conferring with Declarant, and considering all relevant information related to the violation, ACOE determines that a violation has occurred, ACOE shall give Declarant notice of such determination in writing. Upon receipt of such determination, Declarant shall have thirty (30) days to cure the violation. If said cure reasonably requires more than thirty (30) days, Declarant shall, within the thirty (30) day period submit to ACOE for review and approval a plan and time schedule to diligently complete a cure. Declarant shall complete such cure in accordance with the approved plan.

(f) Immediate Action. If ACOE determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Restricted Property, ACOE may immediately pursue all available remedies, including injunctive relief, available pursuant to both this Restrictive Covenant and state and federal law. ACOE may immediately pursue all available remedies without waiting for the expiration of the time periods provided for cure or Notice of Dispute as described in Subsection 6(e)(2). The written notice pursuant to this paragraph may be transmitted to Declarant by facsimile. The rights of ACOE under this paragraph apply equally to actual or threatened violations of the terms of this Restrictive Covenant. Declarant agrees that the remedies at law for ACOE for any violation of the terms of this Restrictive Covenant are inadequate and that ACOE shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which ACOE may be entitled, including specific performance of the terms of this Restrictive Covenant, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Subsection 6(f) shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(g) Enforcement Discretion. Enforcement of the terms of this Restrictive Covenant shall be at the discretion of ACOE. Any forbearance by ACOE to exercise rights under this Restrictive Covenant in the event of any breach of any term of this Restrictive Covenant by Declarant shall not be deemed or construed to be a waiver by ACOE of such term or of any

subsequent breach of the same or any other term of this Restrictive Covenant or of any of the rights of ACOE under this Restrictive Covenant. No delay or omission by ACOE in the exercise of any right or remedy upon any breach by Declarant shall impair such right or remedy or be construed as a waiver. Further, nothing in this Restrictive Covenant creates a non-discretionary duty upon ACOE to enforce its provisions, nor shall deviation from the terms and procedures or failures to enforce its provisions give rise to a private right of action against ACOE by any third party.

(h) Acts Beyond Declarant's Control. Nothing contained in this Restrictive Covenant shall be construed to entitle ACOE to bring any action against Declarant for any injury to or change in the Restricted Property resulting from:

(1) Any natural cause beyond Declarant's control, including without limitation, fire not caused by Declarant, flood, storm, and earth movement; or

(2) Any prudent action taken by Declarant under emergency conditions to prevent, abate, or mitigate significant injury to the Restricted Property resulting from such causes, provided that once the emergency has abated, Declarant, its successors or assigns promptly take all reasonable and necessary actions required to restore any damage caused by Declarant's actions to the Restricted Property to the condition it was in immediately prior to the emergency; or

(3) Acts of third parties (including governmental agencies) that are beyond Declarant's control. For the avoidance of doubt, SCE is a third party beyond Declarant's control when it is exercising its rights under easements that are recorded senior to this Restrictive Covenant.

Notwithstanding the foregoing, Declarant must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Restrictive Covenant and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

7. Access. This Restrictive Covenant does not convey a general right of access to the public.

8. Costs and Liabilities.

(a) Declarant, or its successor or assign retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Restricted Property. Declarant agrees ACOE shall not have any duty or responsibility for the operation, upkeep, or maintenance of the Restricted Property, the monitoring of hazardous conditions thereon, or the protection of Declarant, the public or any third parties from risks relating to conditions on the Restricted Property. Declarant, its successor or assign remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Restrictive Covenant, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

(b) Declarant, or its successors and assigns shall hold harmless, protect and indemnify ACOE and its respective directors, officers, employees, agents, contractors, and

representatives and the heirs, personal representatives, successors and assigns of each of them (each an “**ACOE Indemnified Party**” and collectively, “**ACOE’s Indemnified Parties**”) from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys’ fees and experts’ fees), causes of action, claims, demands, orders, liens or judgments (each a “**Claim**” and, collectively, “**Claims**”), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Parcel, regardless of cause, except that this indemnification shall be inapplicable to ACOE’s Indemnified Parties with respect to any Claim due to the negligence or willful misconduct of ACOE; (2) the obligations specified in Sections 3, 8(a), and 9; and (3) the existence or administration of this Restrictive Covenant.

9. Taxes; No Liens. If applicable, Declarant, its successor or assign shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Parcel by competent authority, including any taxes imposed upon, or incurred as a result of, this Restrictive Covenant, and agrees to furnish ACOE with satisfactory evidence of payment upon request. Declarant shall keep the Restricted Property free from any lien (other than a security interest that is expressly subordinate to this Restrictive Covenant, as provided in Subsection 17(i)), including those arising out of any obligations incurred by Declarant or any labor or materials furnished or alleged to have been furnished to or for Declarant at or for use on the Restricted Property.

10. Condemnation. Pursuant to Code of Civil Procedure section 1240.055, this Restrictive Covenant 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 California Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Restricted Property, if at all, *only* as provided in Code of Civil Procedure section 1240.055. The ACOE, CDFW and RWQCB are public entities that imposed conditions of approval of the Project that were satisfied, in whole or in part, by the creation of this Restrictive Covenant. If any person seeks to acquire the Restricted Property for public use, Declarant shall provide notice to the ACOE and CDFW and comply with all obligations of the holder of a Restrictive Covenant under Code of Civil Procedure section 1240.055. If the Restrictive Covenant is condemned, the net proceeds from the condemnation shall be used in compliance with California Government Code section 65966(j), and the location of the replacement property is subject to approval by ACOE, CDFW and RWQCB. Within six (6) months of acquiring the replacement property, Declarant shall record a restrictive covenant over the replacement property, in a form approved by ACOE.

11. Assignment and Subsequent Transfers.

(a) Declarant agrees to incorporate the terms of this Restrictive Covenant in any deed or other legal instrument by which Declarant divests itself of any interest in all or a portion of the Restricted Property. Declarant, its successor or assign agrees to (i) incorporate by reference to the title of and the recording information for this Restrictive Covenant in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Restricted Property, including, without limitation, a leasehold interest and (ii) give actual notice to any such transferee or lessee of the existence of this Restrictive Covenant. Declarant, its successor or assign agrees to give written notice to ACOE of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Any subsequent transferee shall be deemed to have assumed the obligations of this Restrictive Covenant and to have accepted the restrictions

contained herein. The failure of Declarant, its successor or assign to perform any act provided in this Section shall not impair the validity of this Restrictive Covenant or limit its enforceability in any way.

(b) From and after the date of any transfer of all or any portion of the Restricted Property by Declarant and each transfer hereafter, (i) the transferee shall be deemed to have assumed all of the obligations of Declarant as to the portion transferred, as set forth in this Restrictive Covenant, (ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder, except for the obligations set forth above in Section 3 related to Compensatory Mitigation and Subsection 17(f), and (iv) all references to Declarant in this Restrictive Covenant shall thereafter be deemed to refer to such transferee.

12. 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 be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Declarant: County of Santa Barbara  
Resource Recovery and Waste Management Division  
Attn: Deputy Director  
130 East Victoria Street, Suite 100  
Santa Barbara, CA 93101  
Fax (805) 882.3601

With a copy to: Regulatory Division  
U.S. Army Corps of Engineers  
Los Angeles District  
915 Wilshire Boulevard  
Los Angeles, CA 90017

To ACOE: District Counsel  
U.S. Army Corps of Engineers  
Los Angeles District  
915 Wilshire Boulevard  
Los Angeles, CA 90017-3401

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

The parties agree to accept facsimile signed documents and agree to rely upon such documents as if they bore original signatures. Each party agrees to provide to the other parties within seventy-two (72) hours after transmission of such a facsimile, the original documents that bear the original signatures.

If the Restrictive Covenant is assigned, the assignment document shall update the Notices provisions.

When the underlying fee for the Restricted Property is conveyed, the successor shall record a document entitled Restrictive Covenant/Change of Notices Provisions.

13. Amendment. Declarant may amend this Restrictive Covenant only after written concurrence by ACOE. Any such amendment shall be consistent with the Purpose of this Restrictive Covenant and shall not affect its perpetual duration. Declarant shall record any amendments to this Restrictive Covenant approved by ACOE in the official records of Santa Barbara County, California, and shall provide a copy of the recorded document to ACOE.

14. Long-Term Maintenance.

(a) Upon Final Approval, Declarant shall be responsible for in-perpetuity, ongoing long-term maintenance of the Restricted Property. Such long-term maintenance shall include but shall not be limited to the following activities: (1) no less than annually, removal of trash or manmade debris, preferably by hand or the least impactful method reasonably feasible, (2) annual maintenance of signage and other notification features or similar descriptions, as applicable, installed pursuant to Subsection 3(f).

(b) Declarant shall be responsible for annual restoration of the Restricted Property damaged by any activities prohibited by Subsections 4(a) – (t) herein.

(c) Declarant shall prepare an annual monitoring and maintenance report documenting activities performed under Subsection 14(a) above and shall make reports available to ACOE upon request.

(d) When activities are performed pursuant to Subsection 14(b) above, Declarant shall retain a qualified Biological Monitor to prepare a Restoration Plan and to oversee/monitor such restoration activities. Declarant shall have its Biological Monitor submit a draft Restoration Plan to ACOE for review and written approval prior to its implementation. Upon completion of restoration as specified in the approved Restoration Plan, Declarant shall have its Biological Monitor prepare a detailed monitoring report, and Declarant shall make the report available to ACOE within thirty (30) days of completion of restoration activities. Declarant and the Biological Monitor shall sign the monitoring report. The report shall document the Biological Monitor's name and affiliation, dates Biological Monitor was present on the site, activities observed and their location, Biological Monitor's observations regarding the adequacy of restoration performance by the Declarant, or its contractor in accordance with the approved Restoration Plan, and the corrections recommended and implemented.

15. Recordation. Declarant, its successor or assign shall promptly record this instrument in the official records of Santa Barbara County, California, and provide a copy of the recorded document to ACOE.

16. Estoppel Certificate. Upon request, ACOE shall within fifteen (15) days execute and deliver to Declarant, its successor or assign a letter confirming that (a) this Restrictive Covenant is in full force and effect, and has not been altered, amended, or otherwise modified (except as specifically noted in the letter), (b) there are no pending or threatened enforcement actions against Declarant except as disclosed in the letter, (c) to the knowledge of the ACOE, there are no uncured violations under the Restrictive Covenant, except as disclosed in the letter.

17. General Provisions.

(a) Controlling Law. The laws of the United States and the state of California, disregarding any conflicts of law principles of such state, shall govern the interpretation and performance of this Restrictive Covenant.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant shall be liberally construed in favor of the deed to accomplish the Purpose of this Restrictive Covenant. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Restrictive Covenant 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 Restrictive Covenant, such action shall not affect the remainder of this Restrictive Covenant. If a court of competent jurisdiction voids or invalidates the application of any provision of this Restrictive Covenant to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Declarant's title in any respect.

(e) Successors and Assigns. The covenants, terms, conditions, and restrictions of this Restrictive Covenant shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Restricted Property. The covenants hereunder also benefit ACOE, as a third-party beneficiary of this Restrictive Covenant.

(f) Termination of Rights and Obligations. Except as otherwise expressly set forth in this Restrictive Covenant and provided the transfer was consistent with the terms of this Restrictive Covenant, a party's rights and obligations under this Restrictive Covenant shall terminate upon transfer of the party's interest in the Restrictive Covenant or Restricted Property (respectively), except that liability for acts or omissions occurring prior to transfer shall survive transfer. However, in those provisions where the term "COUNTY OF SANTA BARBARA" is used in this Restrictive Covenant, and not the term "Declarant," those provisions shall be called "**Specific Obligations**" and shall apply exclusively to the COUNTY OF SANTA BARBARA and shall not be transferred upon conveyance of the COUNTY OF SANTA BARBARA's interest in the Restrictive Covenant or Restricted Property. If the COUNTY OF SANTA BARBARA conveys its interest in the Project to a bona fide purchaser, the Specific Obligations are assumed by such bona fide purchaser by virtue of this Restrictive Covenant.

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

(h) No Hazardous Materials Liability.

(1) Declarant represents and warrants that to Declarant's actual knowledge there has been no release or threatened release of 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 Restricted Property, or transported to or from or affecting the Restricted Property. Without limiting the obligations of Declarant under

Subsection 8(b) herein, Declarant hereby releases and agrees to indemnify, protect and hold harmless the ACOE Indemnified Parties (defined in Subsection 8(b)) against any and all Claims (defined in Subsection 8(b)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Restricted Property at any time, except any Hazardous Materials placed, disposed or released by ACOE. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below).

(2) Despite any contrary provision of this Restrictive Covenant, the parties do not intend this Restrictive Covenant to be, and this Restrictive Covenant shall not be, construed such that it creates in or gives ACOE any of the following:

(i) The obligations or liabilities 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

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

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

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

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

(3) The term “**Hazardous Materials**” includes, without limitation, (i) material that is flammable, explosive or radioactive; (ii) petroleum products, including byproducts and fractions thereof; and (iii) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Restrictive Covenant.

(4) The term “**Environmental Laws**” includes, without limitation, any 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. Declarant represents, warrants and covenants to ACOE that all activities upon and use of the Restricted Property by Declarant, its agents, employees, invitees and contractors will comply with all Environmental Laws.



(i) Additional Interests. Declarant shall not change any existing easements, or grant any additional easements, rights of way or other interests in the surface or subsurface of the Restricted Property (other than a security interest that is subordinate to this Restrictive Covenant), or grant or otherwise abandon or relinquish any water rights relating to the Restricted Property, without first obtaining the written consent of ACOE. ACOE may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the Purpose of this Restrictive Covenant or will impair or interfere with the Conservation Values of the Restricted Property. This Section shall not prohibit transfer of a fee or leasehold interest in the Restricted Property that is subject to this Restrictive Covenant and complies with Section 11. Declarant, its successors and assigns shall record any additional easements or other interests in the Restricted Property approved by the ACOE in the official records of Santa Barbara County, California, and provide a certified copy of the recorded documents to the ACOE.

(j) ACOE Benefited Party. Except for Subsection 17(e), the terms of this Restrictive Covenant are for the benefit of the ACOE only and are not for the benefit of any other party.

(k) Extinguishment. If circumstances arise in the future that render the Purposes of the Restrictive Covenant impossible to accomplish, the Restrictive Covenant can only be terminated or extinguished, in whole or in part, by mutual agreement of the ACOE and Declarant. Any such termination or extinguishment of this Restrictive Covenant shall be recorded in the official records of County of Santa Barbara, state of California.

(l) Warranty. Declarant represents and warrants that Declarant is the sole owner of fee simple title to the Restricted Property. Declarant also represents and warrants that, except as specifically disclosed to and approved by ACOE, the Restricted Property is not subject to any other conservation easement and there are no outstanding mortgages, liens, encumbrances or other interests in the Restricted Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Restrictive Covenant and which have not been expressly subordinated to this Restrictive Covenant by a recorded subordination agreement approved by ACOE.

(m) Change of Conditions. If one or more of the Purpose of this Restrictive Covenant may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Restrictive Covenant as long as any other purpose of the Restrictive Covenant may be accomplished. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Restrictive Covenant or be considered grounds for its termination or extinguishment. Declarant agrees that global warming and climate changed-caused effects shall not be a basis for termination of this Restrictive Covenant.

(n) Exhibits. The following Exhibits referenced in this Restrictive Covenant are attached to and incorporated by reference in it:

- Exhibit A – Legal Description of Parcel
- Exhibit B – Legal Description of Restricted Property
- Exhibit C – Depiction of Restricted Property
- Exhibit D – Mitigation Plan
- Exhibit E – Preliminary Title Report dated October 29, 2019

Exhibits Depicting the Natural Conditions of the Restricted Property

Exhibit F-1.1 – Baron Ranch Restrictive Covenant North Section –Physical Features/Infrastructure

Exhibit F-1.2 – Baron Ranch Restrictive Covenant South Section –Physical Features/Infrastructure

Exhibit F-2.1 - Baron Ranch Restrictive Covenant North Section –Above Ground Infrastructure

Exhibit F-2.2- Baron Ranch Restrictive Covenant South Section –Above Ground Infrastructure



**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA:

THIS IS TO CERTIFY that the interest in real property created by the Restrictive Covenant, dated March 15, 2022, by the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on March 15, 2022, and the County of Santa Barbara consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this 15th day of March, 2022

MONA MIYASATO  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF SANTA BARBARA

By: Sheila De La Guerra  
Deputy Sheila De La Guerra

# **EXHIBIT A**

## **BARON RANCH - LOWER RANCH PARCEL**

**APN: 081-150-032**

### **LEGAL DESCRIPTION**

#### **PARCEL**

THAT PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA DESCRIBED AS PARCEL ONE OF THE GRANT DEED RECORDED ON JANUARY 31, 1991 IN INSTRUMENT NO. 1991-005093 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID PARCEL ONE HAVING BEEN MORE SPECIFICALLY DESCRIBED IN SAID INSTRUMENT AND RECITED THEREFROM AS FOLLOWS:

LEGAL DESCRIPTION:

PARCEL ONE:

THAT CERTAIN PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A ROCK 10"X6"X10" ON TOP OF A RIDGE ON THE NORTH LINE OF THE NUESTRA SENORA DEL REFUGIO RANCHO AND THE WEST SIDE OF THE TAJIGUAS CANON, SAID ROCK MARKED WC ON NORTH SIDE, BEING WITNESS CORNER TO QUARTER SECTION CORNER BETWEEN SECTIONS 22 AND 27, TOWNSHIP 5 NORTH, RANGE 31 WEST, FROM WHICH U.S. MONUMENT NO. 339 BEARS SOUTH 89°36' WEST 6/100 OF A LINK; THENCE ALONG THE TOP OF SAID RIDGE OR CHUCHILLA DE TAJIGUAS SOUTH 2°54' WEST 1124.6 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 42°32' EAST 1330.5 FEET TO A 3/4 INCH PIPE ON TOP OF A ROCK RIDGE; THENCE SOUTH 16°47' WEST 652.1 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 12°13' EAST 480.9 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 13°36' WEST 238.4 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 46°31' WEST 352.5 FEET TO A 3/4 INCH PIPE AT THE MOST NORTHERLY CORNER OF PARCEL "A" OF THE SUBDIVISION OF THE PEDRO BARON RANCH, BEING A PORTION OF THE NUESTRA SENORA DEL REFUGIO RANCHO, THE MAP OF SAID PARTITION BEING FILED IN BOOK 13, PAGES 98 TO 100 OF MAPS AND SURVEYS, RECORDS OF SAID COUNTY; THENCE ALONG THE EASTERLY BOUNDARY LINE OF THE PEDRO BARON RANCH SOUTH 35°17' EAST 1290.4 FEET; THENCE SOUTH 51°17' EAST 403.7 FEET; THENCE SOUTH 9°27' WEST 648.4 FEET TO A POINT WHICH IS NORTH 0°04' EAST 4621.6 FEET AND NORTH 9°27' EAST 158.8 FEET FROM THE MOST SOUTHEASTERLY CORNER OF THE ABOVE MENTIONED PARCEL "A"; THENCE LEAVING SAID EASTERLY BOUNDARY LINE SOUTH 89°18' WEST 157.4 FEET; THENCE SOUTH 83°24' WEST 560.5 FEET; THENCE SOUTH 56°45' WEST 137.8 FEET; THENCE SOUTH 70°12' WEST 287.2 FEET; THENCE SOUTH 77°48' WEST 351.2 FEET; THENCE SOUTH 59°50' WEST 219.3 FEET; THENCE SOUTH 89°40' WEST 177.9 FEET; THENCE SOUTH 65°05' WEST 164.6 FEET; THENCE SOUTH 75°50' WEST 560.2 FEET; THENCE SOUTH 2°20' WEST 437.4 FEET; THENCE SOUTH 47°18' WEST 222.4 FEET; THENCE SOUTH 10°57'30" WEST 593.8 FEET; THENCE SOUTH 15°02' WEST 343.8 FEET; THENCE SOUTH 74°48' EAST 299.7 FEET; THENCE SOUTH 54°25' EAST 174.5 FEET TO A 1 INCH PIPE; THENCE SOUTH 27°22' WEST 470 FEET TO A POINT ON THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 28, 1949 AS INSTRUMENT NO. 5318 IN BOOK 850, PAGE 495 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE WESTERLY ALONG SAID LAST MENTIONED LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 53°55'40" WEST 545.02 FEET; NORTH 58°00'15" WEST 855.62 FEET; NORTH 78°45'30" WEST 119.54 FEET; SOUTH 11°14'30" WEST 17.93 FEET; THENCE 78°45'30" WEST 14.00 FEET; NORTH 11°14'30" EAST 17.93 FEET; NORTH 78°45'30" WEST 83.99 FEET; SOUTH 77°54'50" WEST 370.60 FEET AND NORTH 88°18'50" WEST 857.24 FEET TO A POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN THE QUITCLAIM DEED TO PIERRE FRANCOIS BARON RECORDED AUGUST 18, 1938 AS

EXHIBIT A

INSTRUMENT NO. 7217 IN BOOK 439 PAGE 475 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG SAID LAST MENTIONED LINE NORTH 09°33' EAST 540.00 FEET; THENCE NORTH 12°22' WEST 410.3 FEET TO A 3/4 INCH PIPE; THENCE NORTH 16°32' EAST 493.2 FEET TO A 3/4 INCH PIPE; THENCE NORTH 4°09' WEST 1696.2 FEET AT 141 FEET TO A 3/4 INCH PIPE, AT 1265.2 FEET TO A 3/4 INCH PIPE, AT 1696.2 FEET TO A 3/4 INCH PIPE, ON THE TOP OF A RIDGE; THENCE NORTH 4°35' WEST 400 FEET TO A 3/4 INCH PIPE, ON THE TOP OF A RIDGE; THENCE NORTH 11°33' WEST 751.2 FEET TO A 5/8 INCH PIPE ON THE TOP OF A BUSHY RIDGE; THENCE NORTH 3390.3 FEET TO THE LINE BETWEEN SECTIONS 21 AND 28, TOWNSHIP 5 NORTH, RANGE 31 WEST, SAN BERNARDINO MERIDIAN; THENCE ALONG SAID LINE AND THE NORTH LINE OF NUESTRA SENORA DEL REFUGIO RANCHO, SOUTH 89°56' EAST 744.1 FEET TO A SAND STONE 8" X 8" X 10" MARKED R. R. ON THE TOP, SET AT THE CORNER OF SECTIONS 21 AND 22 FROM WHICH A LIVE OAK BEARS NORTH 29° EAST 59 LINKS, A LIVE OAK BEARS SOUTH 12° EAST 39 LINKS, A LIVE OAK BEARS SOUTH 82°35' WEST 36 LINKS AND U.S. MONUMENT NO. 340 BEARS NORTH 89°56' WEST 6/100 OF A LINK; THENCE ALONG THE LINE BETWEEN SECTIONS 22 AND 27 AND THE NORTH LINE OF SAID NUESTRA SENORA DEL REFUGIO RANCHO NORTH 89°48' EAST 3306.6 FEET TO THE PLACE OF BEGINNING.

PARCEL TWO:

THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 21; THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE NORTHWEST QUARTER OF SECTION 22, ALL IN TOWNSHIP 5 NORTH, RANGE 31 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT A

END OF DESCRIPTION

This legal description was prepared by me, or under my direction, for reference for documenting environmental conservation purposes, and is not intended to merger or divide any real property or for use in any subdivision purpose, in conformance with the requirements of the Subdivision Map Act.

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

E. Terrell Matlovsky

E. Terrell Matlovsky    PLS 8629



04/27/2020

Date



**EXHIBIT B**  
**BARON RANCH RESTRICTIVE COVENANT**  
**PORTION OF APN: 081-150-032**  
**LEGAL DESCRIPTION**

**PARCEL A**

A PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA WITHIN PARCEL ONE OF THE GRANT DEED RECORDED ON JANUARY 31, 1991 IN INSTRUMENT NO. 1991-005093 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID PORTION BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT IN THE WESTERLY BOUNDARY OF SAID PARCEL ONE, SAID POINT BEING ALONG THAT CERTAIN COURSE WHICH BEARS NORTH 04°09' WEST, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE 130.42 ACRE PARCEL SHOWN ON THE AMENDED RECORD OF SURVEY RECORDED IN BOOK 149 PAGE 54 OF RECORDS OF SURVEYS OF SAID COUNTY, THENCE SOUTH 65°28'29" EAST 1565.30 FEET TO THE TRUE POINT OF BEGINNING, THENCE THE FOLLOWING;

- 1) FROM SAID **TRUE POINT OF BEGINNING** NORTH 22°49'58" EAST, 78.23 FEET, THENCE;
- 2) NORTH 01°27' 00" EAST, 75.92 FEET, THENCE;
- 3) NORTH 10°34'06" EAST, 153.60 FEET, THENCE;
- 4) NORTH 05°17'54" EAST, 278.73 FEET, THENCE;
- 5) NORTH 02°23'39" EAST, 1250.51 FEET, THENCE;
- 6) NORTH 06°45'35" WEST, 125.78 FEET, THENCE;
- 7) NORTH 18°09'23" EAST, 80.24 FEET, THENCE;
- 8) NORTH 14°12'29" WEST, 67.90 FEET, THENCE;
- 9) NORTH 52°30'03" EAST, 19.24 FEET, TO A POINT HEREIN REFERRED TO AS "POINT 1" OF THIS DOCUMENT, THENCE;
- 10) SOUTH 37°29'57" EAST, 96.83 FEET, THENCE;
- 11) NORTH 52°30'03" EAST, 24.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2034.00 FEET, A RADIAL LINE TO SAID BEGINNING OF NON-TANGENT CURVE BEARS NORTH 52°36'45" EAST FROM THE RADIAL CENTER, THENCE;
- 12) SOUTHEASTERLY 298.85 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 08°25'06", TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 248.00 FEET, THENCE;
- 13) SOUTHEASTERLY 178.43 FEET ALONG THE ARC OF SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 41°13'26", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 302.00 FEET, THENCE;
- 14) SOUTHWESTERLY 113.70 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 21°34'15", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 302.00 FEET, THENCE;
- 15) SOUTHEASTERLY 49.57 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 09°24'17", TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 6215.00 FEET, THENCE;

- 16) SOUTHEASTERLY 414.54 FEET ALONG THE ARC OF SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 03°49'18", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2925.00 FEET, THENCE;
- 17) SOUTHWESTERLY 358.74 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 07°01'38", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 350.00 FEET, THENCE;
- 18) SOUTHWESTERLY 210.39 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 34°26'30", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1200.00 FEET, THENCE;
- 19) SOUTHWESTERLY 340.52 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 16°15'31", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 406.00 FEET, THENCE;
- 20) SOUTHWESTERLY 264.71 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 37°21'23", TO THE END OF SAID REVERSE CURVE, A RADIAL LINE TO THE END OF SAID REVERSE CURVE BEARS SOUTH 37°34'39" EAST FROM THE RADIAL CENTER, THENCE;
- 21) NORTH 57°52'55" WEST, 82.78 FEET, TO THE **TRUE POINT OF BEGINNING**,

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL A THOSE PORTIONS OF THE GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY DESCRIBED IN INSTRUMENT 1977-0028759 OF OFFICIAL RECORDS OF SAID COUNTY. SAID EASEMENT CENTERLINE PREVIOUSLY CONSTRUCTED MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 10 FEET WIDE, THE CENTERLINE OF SAID STRIP AS PREVIOUSLY CONSTRUCTED BEGINNING AT A POINT AT A CONSTRUCTED POWER POLE HEREINAFTER REFERRED TO AS POINT "A' ", SAID POINT "A' " BEING OUTSIDE OF SAID ABOVE DESCRIBED PARCEL A, AND SAID POINT "A' " ALSO BEING SOUTH 72°47'46" EAST, 2352.19 FEET DISTANT FROM THE POINT OF COMMENCEMENT OF ABOVE DESCRIBED PARCEL A, THENCE THE FOLLOWING;

- 1) FROM SAID POINT "A' " NORTH 29°55'21" WEST, 450.40 FEET TO A CONSTRUCTED POWER POLE OUTSIDE OF SAID ABOVE DESCRIBED PARCEL A; THENCE
- 2) NORTH 30°57'28" WEST, 411.40 FEET TO POINT AT A CONSTRUCTED POWER POLE HEREINAFTER REFERRED TO AS POINT "B' " SAID POINT "B' " BEING INSIDE OF SAID ABOVE DESCRIBED PARCEL A; THENCE
- 3) NORTH 01°20'15" EAST, 367.24 FEET TO A CONSTRUCTED POWER POLE INSIDE OF SAID ABOVE DESCRIBED PARCEL A; THENCE
- 4) NORTH 01°17'29" EAST, 369.49 FEET TO A CONSTRUCTED POWER POLE INSIDE OF SAID ABOVE DESCRIBED PARCEL A; THENCE
- 5) NORTH 00°43'05" EAST, 377.46 FEET TO POINT AT A CONSTRUCTED POWER POLE HEREINAFTER REFERRED TO AS POINT "C' " SAID POINT "C' " BEING OUTSIDE OF SAID ABOVE DESCRIBED PARCEL A; THENCE
- 6) NORTH 23°08'20" WEST, 324.00 FEET TO POINT AT A CONSTRUCTED POWER POLE HEREINAFTER REFERRED TO AS POINT "D' " SAID POINT "D' " BEING OUTSIDE OF SAID ABOVE DESCRIBED PARCEL A.

THE SIDELINES OF SAID 10 FOOT STRIP EXCEPTION LENGTHEN OR SHORTEN TO INTERSECT SAID PARCEL A.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCEL A, THAT PORTION OF SAID GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY BEING A 5 FOOT STRIP FOR GUY WIRE, CENTERLINE OF SAID 5 FOOT STRIP CENTERED ON A PREVIOUSLY CONSTRUCTED GUY WIRE MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

STRIP NO. 2': BEGINNING AT THE HEREIN ABOVE REFERENCED POINT "B' ";  
THENCE SOUTH 71°52'35" WEST 25 FEET.

**PARCEL B**

A PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA WITHIN PARCEL ONE OF THE GRANT DEED RECORDED ON JANUARY 31, 1991 IN INSTRUMENT NO. 1991-005093 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY OF RECORDER OF SAID COUNTY.

SAID PORTION BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT SAID "POINT 1" OF PARCEL A, OF THIS DOCUMENT, THENCE NORTH 52°30'03" EAST 39.35 FEET TO THE **TRUE POINT OF BEGINNING**, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 432.16 FEET, A RADIAL LINE TO THE BEGINNING OF SAID NON-TANGENT CURVE BEARS SOUTH 66°18'42" WEST FROM THE RADIAL CENTER, THENCE THE FOLLOWING;

- 1) FROM SAID **TRUE POINT OF BEGINNING**, NORTHWESTERLY 151.69 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 20°06'42", THENCE;
- 2) NORTH 03°21'17" WEST, 92.87 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 425.00 FEET, THENCE;
- 3) NORTHWESTERLY 172.34 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°14'02", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 259.97 FEET, THENCE;
- 4) NORTHWESTERLY 122.91 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 27°05'22", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1320.00 FEET, THENCE;
- 5) NORTHERLY 143.64 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 06°14'06", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1425.00 FEET, THENCE;
- 6) NORTHERLY 185.59 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 07°27'43", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 426.00 FEET, THENCE;
- 7) NORTHERLY 43.87 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 05°53'59", THENCE;
- 8) NORTH 04°10'18" WEST, 197.62 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 150.00 FEET, THENCE;
- 9) NORTHEASTERLY 55.74 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°17'24", THENCE;
- 10) NORTH 17°07'06" EAST, 17.30 FEET, THENCE;
- 11) NORTH 75°21'28" WEST, 70.63 FEET, THENCE;
- 12) SOUTH 71°04'26" WEST, 212.04 FEET, THENCE;
- 13) NORTH 72°33'46" WEST, 216.04 FEET, THENCE;
- 14) NORTH 33°21'24" WEST, 44.63 FEET, THENCE;
- 15) NORTH 18°00'12" EAST, 120.67 FEET, THENCE;
- 16) NORTH 30°02'37" EAST, 208.20 FEET, THENCE;
- 17) NORTH 90°00'00" WEST, 17.79 FEET, THENCE;
- 18) NORTH 62°18'07" WEST, 77.54 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 67.00 FEET, THENCE;

- 19) NORTHWESTERLY 60.14 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°25'53", THENCE;
- 20) NORTH 10°52'15" WEST, 197.45 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 525.00 FEET, THENCE;
- 21) NORTHEASTERLY 219.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°54'37", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 323.99 FEET, THENCE;
- 22) NORTHEASTERLY 108.35 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 19°09'40", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 200.00 FEET, THENCE;
- 23) NORTHEASTERLY 89.71 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 25°41'59", TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 419.27 FEET, THENCE;
- 24) NORTHEASTERLY 64.06 FEET ALONG THE ARC OF SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 8°45'17", THENCE;
- 25) NORTH 28°19'59" EAST, 61.50 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 180.00 FEET, THENCE;
- 26) NORTHEASTERLY AND NORTHWESTERLY 322.64 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°41'55", THENCE;
- 27) NORTH 74°21'56" WEST, 10.31 FEET, THENCE;
- 28) NORTH 14°25'31" WEST, 146.35 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 220.00 FEET, THENCE;
- 29) NORTHWESTERLY AND NORTHEASTERLY 191.18 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 49°47'24", THENCE;
- 30) NORTH 35°21'53" EAST, 78.74 FEET, THENCE;
- 31) NORTH 10°48'24" EAST, 48.41 FEET, TO A POINT HEREIN REFERRED TO AS "POINT 2", TO WHICH SAID "POINT 2" BEARS SOUTH 35°15'29" EAST A DISTANCE OF 1960.39 FEET, FROM THE NORTHWEST CORNER OF SAID PARCEL ONE, THENCE;
- 32) NORTH 89°13'16" EAST, 303.72 FEET, THENCE;
- 33) SOUTH 50°23'02" WEST, 139.86 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 651.33 FEET, A RADIAL LINE TO THE BEGINNING OF SAID NON-TANGENT CURVE BEARS NORTH 68°19'16" WEST FROM THE RADIAL CENTER, THENCE;
- 34) SOUTHWESTERLY 697.90 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 61°23'31", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 135.00 FEET, THENCE;
- 35) SOUTHEASTERLY 61.69 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 26°10'59", THENCE;
- 36) SOUTH 13°31'48" EAST, 91.99 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 200.00 FEET, THENCE;
- 37) SOUTHEASTERLY 75.22 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°32'54", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 114.91 FEET, THENCE;
- 38) SOUTHWESTERLY 83.01 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 41°23'15", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 220.00 FEET, THENCE;

- 39) SOUTHEASTERLY 82.48 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 21°28'54", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 70.00 FEET, THENCE;
- 40) SOUTHEASTERLY 76.36 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 62°29'58", THENCE;
- 41) SOUTH 74°23'13" EAST, 41.76 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 40.00 FEET, THENCE;
- 42) SOUTHEASTERLY 57.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°23'22", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 384.00 FEET, THENCE;
- 43) SOUTHERLY 149.73 FEET ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 22°20'28", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 150.00 FEET, THENCE;
- 44) SOUTHWESTERLY 52.67 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 20°07'03", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 150.00 FEET, THENCE;
- 45) SOUTHERLY 22.45 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 08°34'24", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1161.84 FEET, THENCE;
- 46) SOUTHERLY 95.02 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 04°41'10", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 335.00 FEET, THENCE;
- 47) SOUTHERLY AND SOUTHEASTERLY 221.81 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 37°56'14", THENCE;
- 48) SOUTH 36°02'44" EAST, 218.17 FEET, THENCE;
- 49) SOUTH 21°29'45" EAST, 104.14 FEET, THENCE;
- 50) SOUTH 31°21'11" EAST, 166.67 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 60.00 FEET, THENCE;
- 51) SOUTHEASTERLY 69.98 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°49'46", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 70.00 FEET, THENCE;
- 52) SOUTHWESTERLY 51.08 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 41°48'43", TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET, THENCE;
- 53) SOUTHWESTERLY 40.96 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 58°40'10", THENCE THE FOLLOWING SEVEN COURSES;
- 54) SOUTH 52°20'02" WEST, 159.60 FEET, THENCE;
- 55) SOUTH 07° 7'41" WEST, 220.66 FEET, THENCE;
- 56) SOUTH 07°55'42" EAST, 246.82 FEET, THENCE;
- 57) SOUTH 28°29'10" EAST, 85.90 FEET, THENCE;
- 58) SOUTH 26°16'37" WEST, 106.72 FEET, THENCE;
- 59) NORTH 37°29'57" WEST, 63.35 FEET, THENCE;
- 60) SOUTH 52°30'03" WEST, 20.65 FEET TO THE **TRUE POINT OF BEGINNING.**

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL B OF THIS DOCUMENT THOSE PORTIONS OF SAID GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY DESCRIBED IN INSTRUMENT 1977-0028759 OF OFFICIAL RECORDS OF SAID COUNTY, CONTINUATION OF SAID EASEMENT CENTERLINE DESCRIBED AS PREVIOUSLY CONSTRUCTED MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 10 FEET WIDE, THE CENTERLINE OF SAID STRIP AS PREVIOUSLY CONSTRUCTED, SAID CONTINUATION BEGINNING AT ABOVE EXCEPTION POINT "D' " OF DESCRIBED PARCEL A OF THIS DOCUMENT SAID POINT "D' " BEING OUTSIDE OF SAID ABOVE DESCRIBED PARCEL B, THENCE CONTINUING SAID EASEMENT CENTERLINE THE FOLLOWING;

- 1) NORTH 07°11'58" WEST, 250.10 FEET THRU A SOUTHEASTERLY PORTION OF SAID PARCEL B TO POINT AT A CONSTRUCTED POWER POLE OUTSIDE OF SAID ABOVE DESCRIBED PARCEL B; THENCE
- 2) NORTH 07°41'25" WEST, 257.18 FEET TO POINT AT A CONSTRUCTED POWER POLE INSIDE SAID ABOVE DESCRIBED PARCEL B; THENCE
- 3) NORTH 08°28'27" WEST, 267.13 FEET TO POINT AT A CONSTRUCTED POWER POLE HEREINAFTER REFERRED TO AS POINT "E' " SAID POINT "E' " BEING INSIDE OF SAID ABOVE DESCRIBED PARCEL B; THENCE
- 4) NORTH 32°43'04" WEST, 461.35 FEET TO POINT AT A CONSTRUCTED POWER POLE HEREINAFTER REFERRED TO AS POINT "F' " SAID POINT "F' " BEING OUTSIDE OF SAID ABOVE DESCRIBED PARCEL B; THENCE
- 5) NORTH 13°33'27" WEST, 332.14 FEET TO POINT AT A CONSTRUCTED POWER POLE INSIDE SAID ABOVE DESCRIBED PARCEL B; THENCE
- 6) NORTH 06°58'11" WEST, 288.40 FEET TO POINT AT A CONSTRUCTED POWER POLE INSIDE SAID ABOVE DESCRIBED PARCEL B; THENCE
- 7) NORTH 08°35'30" WEST, 290.76 FEET TO POINT AT A CONSTRUCTED POWER POLE HEREINAFTER REFERRED TO AS POINT "G' " SAID POINT "G' " BEING INSIDE SAID ABOVE DESCRIBED PARCEL B; THENCE
- 8) NORTH 26°29'29" WEST, 522.43 FEET TO POINT AT A CONSTRUCTED POWER POLE HEREINAFTER REFERRED TO AS POINT "H' " SAID POINT "H' " BEING OUTSIDE OF SAID ABOVE DESCRIBED PARCEL B; THENCE
- 9) NORTH 05°29'54" EAST, 229.25 FEET TO POINT AT A CONSTRUCTED POWER POLE INSIDE SAID ABOVE DESCRIBED PARCEL B; THENCE
- 10) NORTH 09°52'19" EAST, 219.54 FEET TO POINT AT A CONSTRUCTED POWER POLE HEREINAFTER REFERRED TO AS POINT "I' " SAID POINT "I' " BEING INSIDE SAID ABOVE DESCRIBED PARCEL B; THENCE
- 11) NORTH 76°18'14" EAST, 346.29 FEET, TO A POINT HEREIN REFERRED TO AS POINT "J' ", TO WHICH SAID POINT "J' " BEARS SOUTH 40°01'06" EAST, A DISTANCE OF 1976.95 FEET, FROM THE NORTHWEST CORNER OF SAID PARCEL ONE, SAID POINT "J' " BEING OUTSIDE OF SAID ABOVE DESCRIBED PARCEL B OF THIS DOCUMENT. THE SIDELINES OF SAID 10 FOOT STRIP EXCEPTION LENGTHEN OR SHORTEN TO INTERSECT SAID PARCEL B.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PARCEL B THOSE PORTIONS OF SAID GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY BEING FOUR 5 FOOT STRIPS FOR GUY WIRES, CENTERLINES OF SAID 5 FOOT STRIPS CENTERED ON PREVIOUSLY CONSTRUCTED GUY WIRES MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

- |                     |  |
|---------------------|--|
| STRIP NO. 5':       | BEGINNING AT THE HEREIN ABOVE REFERENCED POINT "E' ";<br>THENCE NORTH 60°02'06" EAST 25 FEET.  |
| STRIP NOT NUMBERED: | BEGINNING AT THE HEREIN ABOVE REFERENCED PREVIOUSLY CONSTRUCTED<br>POWER POLE AT THE TERMINUS OF COURSE 5 OF THE ABOVE DESCRIBED 10<br>FOOT WIDE STRIP CENTERLINE;<br>THENCE SOUTH 77°55'28" WEST 25 FEET. |
| STRIP NO. 7':       | BEGINNING AT THE HEREIN ABOVE REFERENCED POINT "G' ";<br>THENCE NORTH 65°49'18" EAST 25 FEET.  |
| STRIP NO. 10':      | BEGINNING AT THE HEREIN ABOVE REFERENCED POINT "I' ";<br>THENCE NORTH 63°58'38" WEST 25 FEET.  |

END OF DESCRIPTION

PARCEL A, CONTAINING A GROSS AREA OF 525,011.03 SQUARE FEET (12.053 ACRES) MORE OR LESS.  
EXCEPTING FROM PARCEL A - EXCEPTION GROSS AREA OF 10,052.29 SQUARE FEET (0.231 ACRES) MORE OR LESS.  
PARCEL A, CONTAINING A NET AREA OF 514,958.75 SQUARE FEET (11.822 ACRES) MORE OR LESS.

PARCEL B, CONTAINING A GROSS AREA OF 875,912.99 SQUARE FEET (20.108 ACRES) MORE OR LESS.  
EXCEPTING FROM PARCEL B - EXCEPTION GROSS AREA OF 22,530.48 SQUARE FEET (0.517 ACRES) MORE OR LESS.  
PARCEL B, CONTAINING A NET AREA OF 853,382.51 SQUARE FEET (19.591 ACRES) MORE OR LESS.

CONTAINING TOTAL COMBINED PARCEL GROSS AREA OF 1,400,924.02 SQUARE FEET (32.161 ACRES) MORE OR LESS.  
EXCEPTING TOTAL COMBINED EXCEPTING GROSS AREA OF 32582.76 SQUARE FEET (0.748 ACRES) MORE OR LESS.

CONTAINING TOTAL COMBINED NET PARCEL AREA OF 1,368,341.25 SQUARE FEET (31.413 ACRES) MORE OR LESS.

(PARCELS DESCRIBED HEREON ARE DEPICTED ON EXHIBIT C, BEING 4 SHEETS, ATTACHED HERETO AND MADE A PART  
HEREOF.)

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

E. Teñell Matlovsky  
E. Teñell Matlovsky PLS 8629



08/20/2021  
Date

**EXHIBIT C - Legal Depiction**

**BARON RANCH**

**RESTRICTIVE COVENANT PARCEL A**

**PORTION OF APN: 081-150-032**

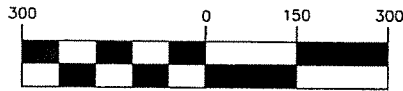
**SANTA BARBARA COUNTY, CALIFORNIA**

**S1011 AUGUST 2021 SHEET 1 OF 4**

(see sheet 3 of 4)

POC = Point of Commencement  
 TPOB = True Point of Beginning  
 [ ] = Per 149 RS 53-54  
 {} = Per O.R. 1991-005093

**GRAPHIC SCALE**



( IN FEET )

1 inch = 300 ft.

**PARCEL A COURSE TABLE**

1)	N 22°49'58" E,	78.23'		
2)	N 01°27'00" E,	75.92'		
3)	N 10°34'06" E,	153.60'		
4)	N 05°17'54" E,	278.73'		
5)	N 02°23'39" E,	1250.51'		
6)	N 06°45'35" W,	125.78'		
7)	N 18°09'23" E,	80.24'		
8)	N 14°12'29" W,	67.90'		
9)	N 52°30'03" E,	19.24'		
10)	S 37°29'57" E,	96.83'		
11)	N 52°30'03" E,	24.78'		
12)	R=2034.00',	Δ=08°25'06",	L=298.85'	
13)	R= 248.00',	Δ=41°13'26",	L=178.43'	
14)	R= 302.00',	Δ=21°34'15",	L=113.70'	
15)	R= 302.00',	Δ=09°24'17",	L=49.57'	
16)	R=6215.00',	Δ=03°49'18",	L=414.54'	
17)	R=2925.00',	Δ=07°01'38",	L=358.74'	
18)	R= 350.00',	Δ=34°26'30",	L=210.39'	
19)	R=1200.00',	Δ=16°15'31",	L=340.52'	
20)	R= 406.00',	Δ=37°21'23",	L=264.71'	
21)	N 57°52'55" W,	82.78'		

PARCEL A AREA = 525,011.03± Sq.Ft. (12.053± Acres)

**RANCHO  
 NUESTRA SENORA  
 DEL REFUGIO**

**PARCEL A**  
 12.053± ACRES

**PEDRO BARON  
 RANCH**



(PARCELS DEPICTED HEREON ARE DESCRIBED IN EXHIBIT B,  
 BEING 7 SHEETS, ATTACHED HERETO AND MADE A PART HEREOF.)

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

*E. Teñell Matlovsky*

**E. TEÑELL MATLOVSKY PLS 8629**

*08/20/2021*

**DATE**



[130.42 ACRE]  
 per  
 149/RS/53-54  
 APN: 081-150-019

SE CORNER  
 [132.42 ACRE]  
 149/RS/53-43

APN: 081-150-034

APN: 081-150-033

[N02°56'12\"/>

{N04°09'W} W'LY LINE {PARCEL ONE}

RADIAL CENTER

POC

POINT 1

{ PARCEL ONE }  
 O.R. 1991-005093  
 APN: 081-150-032

RADIAL CENTER

TPOB PARCEL A



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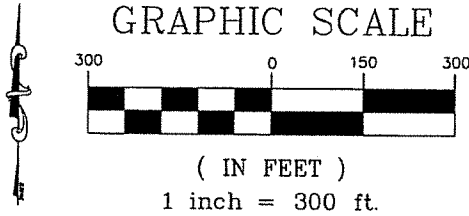


**EXHIBIT C - Legal Depiction**  
**BARON RANCH**

**RESTRICTIVE COVENANT PARCEL A EXCEPTION**  
**PORTION OF APN: 081-150-032**  
**SANTA BARBARA COUNTY, CALIFORNIA**  
**S1011 AUGUST 2021 SHEET 2 OF 4**

(see sheet 4 of 4)

- POC = Point of Commencement
- TPOB = True Point of Beginning
- [ ] = Per 149 RS 53-54
- { } = Per O.R. 1991-005093
-  = Existing Guy Wire Electric
-  = Existing Power Pole



[130.42 ACRE]  
 per  
 149/RS/53-54  
 APN: 081-150-019

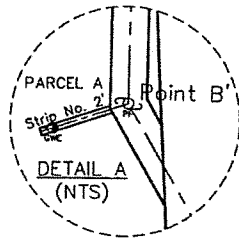
SE CORNER  
 [132.42 ACRE]  
 149/RS/53-43

[N02°56'12"W, 1562.39']  
 {N04°09'W} W'LY LINE {PARCEL ONE}

APN: 081-150-034

APN: 081-150-033

POC



{ PARCEL ONE }  
 O.R. 1991-005093  
 APN: 081-150-032

RANCHO  
 NUESTRA SENORA  
 DEL REFUGIO

PEDRO BARON  
 RANCH

**PARCELA A**  
 12.053±ACRES

POINT B'  
 (SEE DETAIL A)

TPOB PARCEL A

TPOB EXCEPTION

PARCEL A 10 FOOT STRIP EXCEPTION COURSE TABLE

- 1) N 29°55'21" W, 450.40'
- 2) N 30°57'28" W, 411.40'
- 3) N 01°20'15" E, 367.24'
- 4) N 01°17'29" E, 369.49'
- 5) N 00°43'05" E, 377.46'
- 6) N 23°08'20" W, 324.00'

PARCEL A 5 FOOT STRIP EXCEPTION COURSE TABLE

STRIP NO. 2': S 71°52'35" W, 25.00'

PARCEL A EXCEPTION AREA = 10,052.29± Sq.Ft. (0.231± Acres)

POINT 1

POINT D'

POINT C'

⑥

⑤

④

③

②

PARCEL B

**EXHIBIT C - Legal Depiction**  
**BARON RANCH**  
**RESTRICTIVE COVENANT PARCEL B**  
**PORTION OF APN: 081-150-032**  
**SANTA BARBARA COUNTY, CALIFORNIA**  
**S1011 AUGUST 2021 SHEET 3 OF 4**

Section 21 APN: 081-090-010  
Section 22 APN: 081-100-005

POC = Point of Commencement  
TPOB = True Point of Beginning  
[ ] = Per 149 RS 53-54  
{ } = Per O.R. 1991-005093

**PARCEL B COURSE TABLE**

1)	R= 432.16, Δ=20°06'42", L=151.69'
2)	N 03°21'17" W, 92.87'
3)	R= 425.00, Δ=23°14'02", L=172.34'
4)	R= 259.97, Δ=27°05'22" L=122.91'
5)	R=1320.00, Δ=06°14'06", L=143.64'
6)	R=1425.00, Δ=07°27'43", L=185.59'
7)	R= 426.00, Δ=05°53'59", L=43.87'
8)	N 04°10'18" W, 197.62'
9)	R= 150.00, Δ=21°17'24", L=55.74'
10)	N 17°07'06" E, 17.30'
11)	N 75°21'28" W, 70.63'
12)	S 71°04'26" W, 212.04'
13)	N 72°33'46" W, 216.04'
14)	N 33°21'24" W, 44.63'
15)	N 18°00'12" E, 120.67'
16)	N 30°02'37" E, 208.20'
17)	N 90°00'00" W, 17.79'
18)	N 62°18'07" W, 77.54'
19)	R= 67.00, Δ=51°25'53", L=60.14'
20)	N 10°52'15" W, 197.45'
21)	R= 525.00, Δ=23°54'37", L=219.09'
22)	R= 323.99, Δ=19°09'40", L=108.35'
23)	R= 200.00, Δ=25°41'59", L=89.71'
24)	R= 419.27, Δ=08°45'17", L=64.06'
25)	N 28°19'59" E, 86.51'
26)	R= 160.00, Δ=102°41'55", L=286.79'
27)	N 74°21'56" W, 35.32'
28)	N 14°25'31" W, 146.35'
29)	R= 220.00, Δ=49°47'24", L=191.18'
30)	N 35°21'53" E, 78.74'
31)	N 10°48'24" E, 48.41'
32)	N 89°13'16" E, 303.72'
33)	S 50°23'02" W, 139.86'
34)	R= 651.33, Δ=61°23'31", L=697.90'
35)	R= 135.00, Δ=26°10'59", L=61.69'
36)	S 13°31'48" E, 91.99'
37)	R= 200.00, Δ=21°32'54", L=75.22'
38)	R= 114.91, Δ=41°23'15", L=83.01'
39)	R= 220.00, Δ=21°28'54", L=82.48'
40)	R= 70.00, Δ=62°29'58", L=76.36'
41)	S 74°23'13" E, 41.76'
42)	R= 40.00, Δ=82°23'22", L=57.52'
43)	R= 384.00, Δ=22°20'28", L=149.73'
44)	R= 150.00, Δ=20°07'03", L=52.67'
45)	R= 150.00, Δ=08°34'24", L=22.45'
46)	R=1161.84, Δ=04°41'10", L=95.02'
47)	R= 335.00, Δ=37°56'14", L=221.81'
48)	S 36°02'44" E, 218.17'
49)	S 21°29'45" E, 104.14'
50)	S 31°21'11" E, 166.67'
51)	R= 60.00, Δ=66°49'46", L=69.98'
52)	R= 70.00, Δ=41°48'43", L=51.08'
53)	R= 40.00, Δ=58°40'10", L=40.96'
54)	S 52°20'02" W, 159.60'
55)	S 07°27'41" W, 220.66'
56)	S 07°55'42" E, 246.82'
57)	S 28°29'10" E, 85.90'
58)	S 26°16'37" W, 106.72'
59)	N 37°29'57" W, 63.35'
60)	S 52°30'03" W, 20.65'

PARCEL B AREA = 875,912.99± Sq.Ft.  
(20.108± Acres)

RANCHO  
NUESTRA SEÑORA  
DEL REFUGIO

PEDRO BARON  
RANCH

PARCEL B  
20.108± ACRES

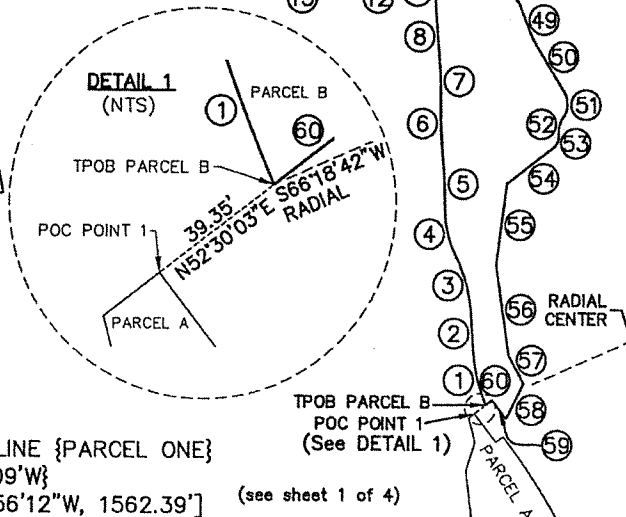
{ PARCEL ONE }  
O.R. 1991-005093

APN: 081-151-032

GRAPHIC SCALE



( IN FEET )  
1 inch = 500 ft.



APN: 081-150-026

[S01°12'48"W, 3389.98']

[S88°43'12"E, 744.03']

[S55°15'29"E, 1960.39']

[S03°22'12"E, 399.96']  
[S10°20'12"E, 654.64']  
[130.42 ACRE] APN: 081-150-019  
per 149 RS/53-54

W'LY LINE {PARCEL ONE}  
{N04°09'W}  
[N02°56'12"W, 1562.39']

(see sheet 1 of 4)

APN: 081-090-010

Section 21

Section 22

APN: 081-100-005

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

# EXHIBIT C - Legal Depiction BARON RANCH

## RESTRICTIVE COVENANT **PARCEL B** EXCEPTION PORTION OF APN: 081-150-032

SANTA BARBARA COUNTY, CALIFORNIA

S1011 AUGUST 2021 SHEET 4 OF 4

RANCHO  
NUESTRA SENORA  
DEL REFUGIO

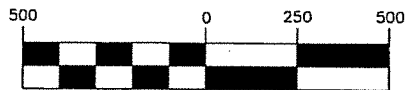
{ **PARCEL ONE** }  
O.R. 1991-005093

APN: 081-151-032

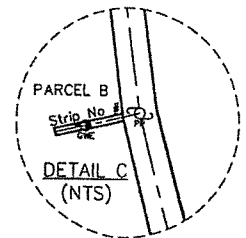
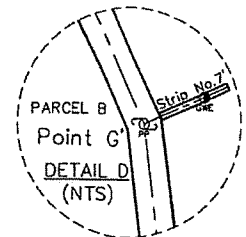
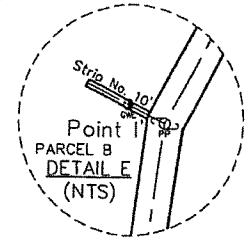
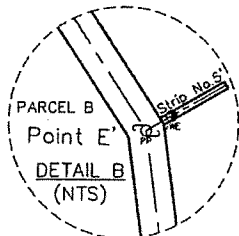
PEDRO BARON  
RANCH

**PARCEL B**  
20.108± ACRES

GRAPHIC SCALE



( IN FEET )  
1 inch = 500 ft.



PARCEL B 10 FOOT STRIP EXCEPTION COURSE TABLE

- 1) N 07°11'58" W, 250.10'
- 2) N 07°41'25" W, 257.18'
- 3) N 08°28'27" W, 267.13'
- 4) N 32°43'04" W, 461.35'
- 5) N 13°33'27" W, 332.14'
- 6) N 06°58'11" W, 288.40'
- 7) N 08°35'30" W, 290.76'
- 8) N 26°09'45" W, 270.23'
- 9) N 26°21'50" W, 263.87'
- 10) N 08°18'34" E, 221.03'
- 11) N 08°11'00" E, 220.56'
- 12) N 28°02'37" E, 173.68'

PARCEL B 5 FOOT STRIP EXCEPTION COURSE TABLE

- STRIP NO. 5': N 60°02'06" W, 25.00'  
 STRIP NO # : S 77°55'28" W, 25.00'  
 STRIP NO. 7': N 65°49'18" E, 25.00'  
 STRIP NO. 10': N 63°58'38" W, 25.00'

PARCEL B EXCEPTION AREA = 24,075.73± Sq.Ft.  
(0.55± Acres)

- POCB = Point of Continuation Beginning  
 [ ] = Per 149 RS 53-54  
 --- = Per O.R. 1991-005093  
 --- = Existing Guy Wire Electric  
 --- = Existing Power Pole

APN: 081-150-026

[S01°12'48"W, 3389.98']

[S88°43'12"E, 744.03']

S40°01'06"E  
1976.95

POINT J'

(SEE DETAIL E)  
POINT I'

POINT H'

POINT G' (SEE DETAIL D)

(SEE DETAIL C)

POINT F'

POINT E' (SEE DETAIL B)

POCB EXCEPTION  
POINT D'

W'LY LINE {PARCEL ONE}  
{N04°09'W}  
[N02°56'12"W, 1562.39']

(see sheet 3 of 4)

[654.64']  
S10°20'12"E,

[99.02']

per  
APN: 081-150-019  
149/RS/53-54  
[S03°22'12"E, 399.96']

PARCEL A

# Exhibit D - Mitigation Plan

## Baron Ranch Restoration Plan

---

County of Santa Barbara, California

Prepared for

**County of Santa Barbara Public Works Department  
Resource Recovery & Waste Management Division**

130 East Victoria Street, Suite 100  
Santa Barbara, California 93101  
805.882.3614

Contact - Joddi Leipner

Prepared by



**EcoSystems Restoration Associates**

8954 Rio San Diego Drive, Suite 610  
San Diego, California 92108  
619.291.1475

Contact - Tito Marchant, Vice President

July 2008  
(Revised in September 2008)



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**APPENDIX**

Appendix A. Site Photographs

## EXECUTIVE SUMMARY

EcoSystems Restoration Associates (ERA), on behalf the County of Santa Barbara (County), Public Works Department, Resource Recovery and Waste Management Division (RRWMD), has developed a Restoration Plan for the Baron Ranch for the Tajiguas Landfill Reconfiguration Project (Reconfiguration Project). The Reconfiguration Project would permanently impact approximately 11.8 acres (and temporarily impact 0.14 acres of the Cañada de la Pila watershed). These impacts include filling two man-made in-channel sedimentation basins occupied by the federally threatened California red-legged frog (*Rana aurora draytonii*) within Pila Creek.

The Baron Ranch Restoration Plan provides a comprehensive restoration strategy for the developed and degraded portions of the Arroyo Quemado watershed on the County-owned Baron Ranch, which will serve as the compensatory mitigation site for the Reconfiguration Project. Because the Reconfiguration Project would result in permanent modifications to a portion of Pila Creek and associated riparian and wetland habitats and mitigation opportunities are limited within the Pila Creek watershed, off-site mitigation in the Arroyo Quemado watershed on the Baron Ranch is proposed. This document also identifies restoration opportunities on Baron Ranch for biological mitigation requirements of the permitted Tajiguas Landfill Expansion Project (County 2002). In addition to meeting mitigation requirements, the Restoration Plan is designed to improve the ecological functions and habitat quality of the Arroyo Quemado watershed and ultimately result in a self-sustaining ecosystem that is maintained largely through natural processes.

Restoration activities associated with the Reconfiguration Project would occur concurrently with and/or immediately following construction activities within Pila Creek (depending on timing and availability of restoration plant material). A portion of the mitigation requirements for the permitted Expansion Project are recommended to be implemented with restoration activities associated with the Reconfiguration Project and are presented in this Restoration Plan. The additional Expansion Project restoration opportunities identified in this plan are based on a holistic, ecosystem approach to the restoration of Baron Ranch.

The County's objective is to plan and implement a restoration program that will result in a net environmental benefit by exceeding minimum mitigation requirements while providing an ecosystem based approach to restoration activities. The overarching goals of the restoration program are to improve the quality of existing habitat and to create additional habitats within the Arroyo Quemado watershed through the protection, enhancement, and restoration of native riparian and upland plant communities within disturbed areas of the Baron Ranch. In addition to these design components, the Restoration Plan includes a comprehensive monitoring approach to ensure that the restoration effort will result in superior functions and values compared to the impacted site. Implementation of this Restoration Plan will offset the effects of the Reconfiguration Project on the California red-legged frog, for the loss of native habitats, impacts to sensitive plants, and specimen oak and shrub species on the Tajiguas Landfill. The Restoration Plan will be implemented in coordination with the California Red-legged Frog Management Plan (ERA 2008) to ensure restoration, enhancement, and management activities in the Arroyo Quemado watershed will lead to habitat benefits for the California red-legged frog.

Habitat improvements that benefit the California red-legged frog, including improved pool habitat, reducing sediment transport, and enhancing the riparian corridor, would also benefit steelhead trout (*Oncorhynchus mykiss irideus*). Costs savings from the Reconfiguration Project would specifically allow RRWMD to implement this comprehensive Restoration Plan.

**Table ES-1. Summary of Reconfiguration Project Jurisdictional Mitigation Requirements and Proposed Restoration**

Vegetation Community	Total Required Mitigation Acreage	In-kind Restoration	Out-of-Kind Restoration	Total Proposed Restoration
Fresh Water Marsh (FWM)	0.14	0.14	1.18 <sup>1</sup>	1.32
Open Water (OW)	3.70 <sup>3</sup>	0	0	0
Southern Coast Live Oak Riparian Forest (CLOF)	14.60	16.23	0.88 <sup>2</sup>	17.11
Southern Willow Scrub (SWS)	1.95	2.06 <sup>4</sup>	4.4 <sup>3</sup>	6.46
Disturbed Southern Willow Scrub	0.10 <sup>4</sup>	0	0	0
Ruderal (R)	2.70 <sup>1, 2, 3, 5</sup>	0	0	0
Bare ground/Roads (BG)	0.09 <sup>1</sup>	0	0	0
Venturan Coastal Sage Scrub	Total included in Upland Acreage	--	--	--
Freshwater Marsh (in-channel Road Restoration)	0	0	0.03 <sup>5</sup>	0.03
<b>Jurisdictional Total:</b>	<b>23.28</b>	<b>18.43</b>	<b>6.52</b>	<b>24.92</b>

<sup>1</sup> 1.18 acres of FWM will be restored to mitigate for 0.09 acres of bare ground and 1.09 acres of ruderal habitat.

<sup>2</sup> 0.88 of CLOF will be restored to mitigate for 0.88 acres of ruderal habitat.

<sup>3</sup> 4.4 acres of SWS will be restored to mitigate for 0.7 acres of ruderal habitat and 3.7 acres of open water.

<sup>4</sup> 2.06 acres of SWS includes 0.10 acre of disturbed SWS.

<sup>5</sup> 0.03 acre of Freshwater Marsh (in-channel road restoration) will be restored to mitigate for 0.03 acre of ruderal habitat.

**Table ES-2. Summary of Mitigation Acreage and Proposed Restoration Strategy**

Vegetation Community	Reconfiguration Project (required mitigation acres)	Expansion Project (required mitigation acres)	Total Required Mitigation Acreage	Reconfiguration Project Proposed Baron Ranch Restoration Strategy (acres)	Expansion Project Restoration Strategy (acres)
<b>Upland Vegetation Communities</b>					
<i>Ceanothus megacarpus</i> Chaparral	7.05	75.63	82.68	7.05	75.63
Southern Coast Live Oak Woodland	-	12.00	12.00	12.46	-
Venturan Coastal Sage Scrub	5.55	15.00	20.55	8.17	12.38
<b>Upland Total:</b>	<b>12.6</b>	<b>102.6</b>	<b>115.23</b>	<b>27.68</b>	<b>88.01</b>
<b>Jurisdictional</b>					
<b>Jurisdictional Total</b>	<b>23.28</b>	<b>---</b>	<b>23.28</b>	<b>24.92</b>	<b>---</b>
<b>Total</b>					
<b>Restoration Total</b>	<b>35.88</b>	<b>102.63</b>	<b>138.51</b>	<b>52.6</b>	<b>88.01</b>
<b>Trees</b>					
<b>Coast Live Oak Trees</b>	<b>990</b>	<b>679</b>	<b>1,669</b>	<b>1,899</b>	<b>-</b>
<b>Blue Elderberry</b>	<b>190</b>	<b>-</b>	<b>190</b>	<b>~1,790</b>	<b>-</b>
<b>Narrow-leaved Willow</b>	<b>35</b>	<b>-</b>	<b>35</b>	<b>~9,000</b>	<b>-</b>
<b>Arroyo Willow</b>	<b>665</b>	<b>-</b>	<b>665</b>	<b>~9,000</b>	<b>-</b>
<b>Sensitive Plants</b>					
<b>Plummer's Baccharis</b>	<b>30</b>	<b>-</b>	<b>30</b>	<b>40</b>	<b>-</b>
<b>Santa Barbara Honeysuckle</b>	<b>13</b>	<b>-</b>	<b>13</b>	<b>18</b>	<b>-</b>
<b>Hoffmann's Nightshade</b>	<b>30</b>	<b>-</b>	<b>30</b>	<b>40</b>	<b>-</b>

In addition to the specific habitat restoration required for mitigation of the Reconfiguration and Expansion projects, the Restoration Plan includes the following enhancement and restoration activities to improve the habitat for California red-legged frog and steelhead trout:

- Improving water quality through the restoration of degraded and eroding areas along Arroyo Quemado and three of its tributaries;
- Increasing native cover and shade around breeding and potential breeding pools;
- Placing boulders and tree trunks in the creek to form new breeding pools;
- Removing invasive plant species within and adjacent to the riparian corridor;
- Replanting with native riparian species where exotic species are removed;
- Creating a new mixed riparian woodland buffer zone adjacent to Arroyo Quemado;
- Removal of an at grade road crossing adjacent to a breeding pool;

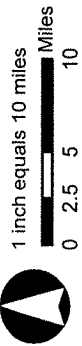
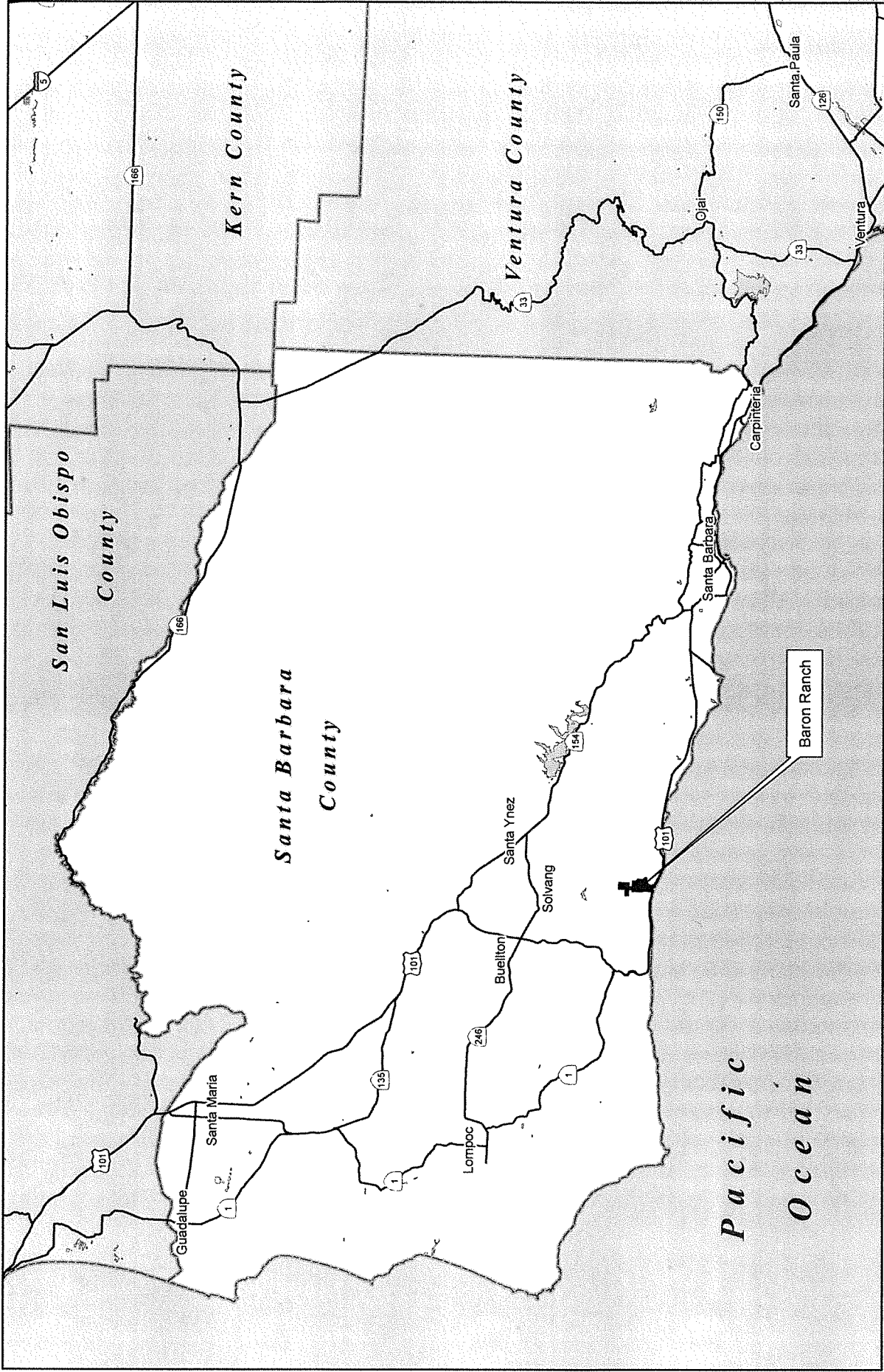
- Removal of a check dam which has been identified as a barrier to steelhead migration;
- Replacement and conversion of active and inactive orchard areas along Arroyo Quemado with coast live oak woodland;
- Increase habitat connectivity by restoring Venturan sage scrub, coast live oak woodland, chaparral, and perennial grassland adjacent to the restored and expanded riparian corridor;
- Implement the California red-legged frog Management and Monitoring Plan that will assess and document changes in population density and breeding habitat, and movement of relocated frogs; and
- Placement of 30+ acres of the Arroyo Quemado riparian corridor within a conservation easement.

## 1.0 INTRODUCTION

EcoSystems Restoration Associates (ERA), on behalf the County of Santa Barbara (County), Public Works Department, Resource Recovery and Waste Management Division (RRWMD), has developed a Restoration Plan for the Baron Ranch for the Tajiguas Landfill Reconfiguration Project (Reconfiguration Project). The Reconfiguration Project would permanently impact approximately 11.8 acres (and may temporarily impact 0.14 acres) of the Cañada de la Pila watershed. These impacts include filling two man-made in-channel sedimentation basins occupied by the federally threatened California red-legged frog (*Rana aurora draytonii*) within Pila Creek.

The Baron Ranch Restoration Plan provides a comprehensive restoration strategy for the developed and degraded portions of the Arroyo Quemado watershed on the Baron Ranch, which will serve as the compensatory mitigation site for the Reconfiguration Project. The document also identifies restoration opportunities for biological mitigation requirements of the permitted Tajiguas Landfill Expansion Project (County 2002). Because the Tajiguas Landfill (Landfill) is operational and permanent modifications to a portion of the Pila Creek riparian corridor would occur in association with the Reconfiguration Project, off-site mitigation is recommended for the majority of the native vegetation community impacts. In addition to meeting mitigation requirements, the Restoration Plan is designed to improve the ecological functions and habitat quality of the Arroyo Quemado watershed and ultimately result in a self-sustaining ecosystem that is maintained largely through natural processes.

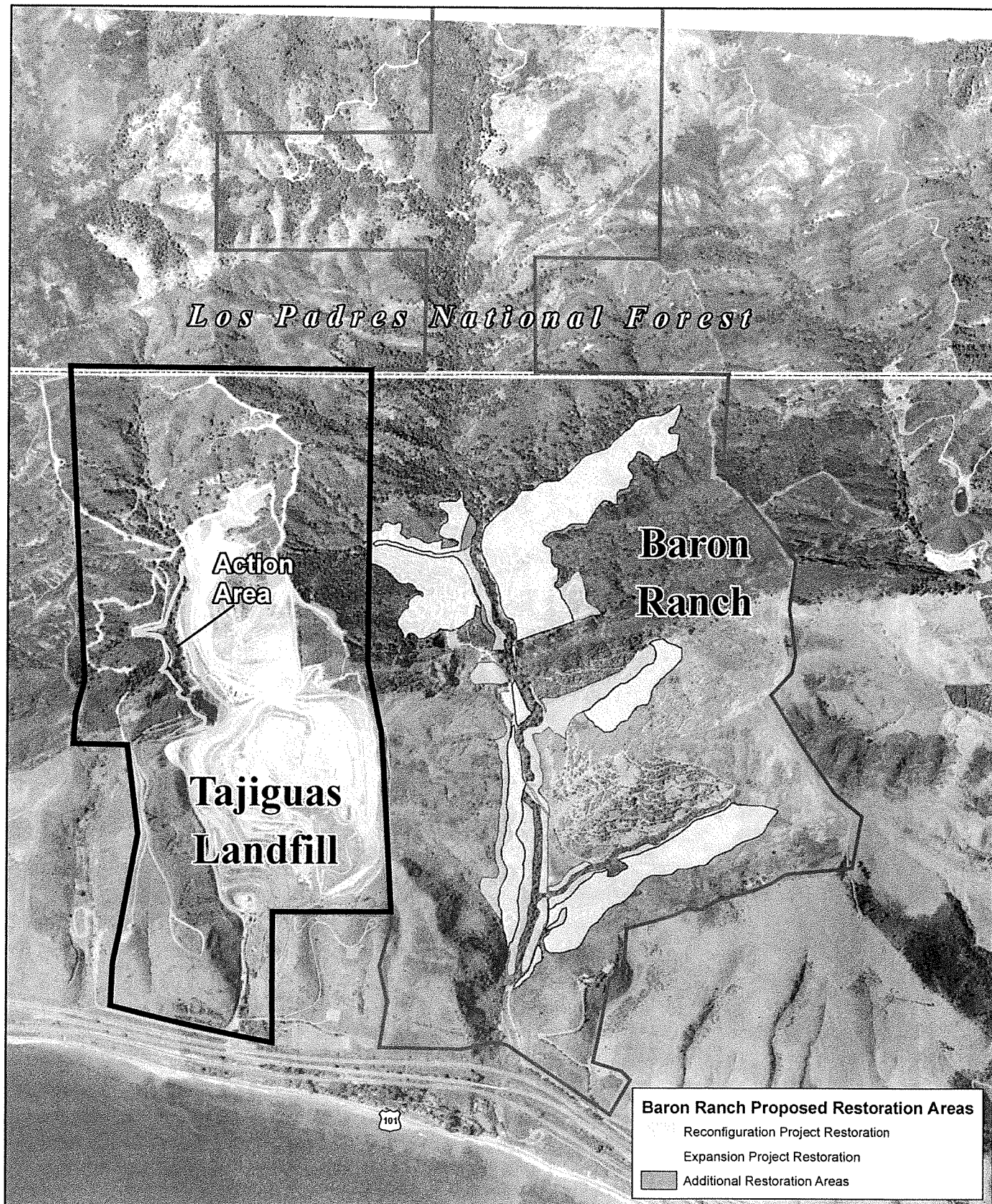
The Landfill is a County-owned municipal solid waste disposal facility in Santa Barbara County approximately 26 miles west of the City of Santa Barbara, California (Figures 1 and 2) and has been in operation since 1967 for disposal of municipal solid waste. The original Landfill predates adoption of the California Environmental Quality Act (1970) and the Coastal Act, which designated Coastal Zones in California in 1976. On August 13, 2002, the Board of Supervisors certified and approved a Final Environmental Impact Report (01-EIR-05) for the permitted Tajiguas Landfill Expansion Project (Expansion Project) (County 2002). The Expansion Project consists of the horizontal and vertical expansion of the landfill outside of the Coastal Zone, providing 8.2 million cubic yards of additional capacity for a total landfill capacity of 23.3 million cubic yards. The Expansion Project maintained a 50-foot setback from the Pila Creek riparian corridor upstream of the in-channel sedimentation basins and therefore did not impact any riparian areas or riparian vegetation communities. The permitted landfill project does involve on-going maintenance of the two man-made in-channel sedimentation basins, potentially impacting the federally threatened California red-legged frog and does impact native plant communities, coast live oak trees (*Quercus agrifolia*), and California and locally designated special status species. A conceptual Revegetation-Restoration Plan for the Tajiguas Landfill Expansion Project (County 2003) was developed following approval of the Expansion Project.



Regional Map

Figure 1





Source: County of Santa Barbara, AirphotoUSA (2006), ERA (2008)

Vicinity Map



1 inch equals 1,500 feet

0 375 750 1,500 Feet



This Restoration Plan provides recommendations for mitigation requirements for the currently proposed Reconfiguration Project and also identifies restoration opportunities to address biological mitigation requirements of the approved Expansion Project in order to develop a comprehensive approach to the restoration of the Arroyo Quemado watershed on Baron Ranch. Biological impacts for the Reconfiguration Project are proposed to be mitigated at Baron Ranch. Restoration opportunities at Baron Ranch for biological impacts associated with the permitted Expansion Project are also identified in the event revegetation requirements cannot be fully implemented at the Tajiguas Landfill. Restoration opportunities at the Tajiguas Landfill may be limited because of regulatory concerns that the rooting depths of some plant communities might penetrate the landfill cap or that irrigation may be necessary to establish the plant communities. Therefore, with respect to the Expansion Project restoration requirements, the County reserves the right to implement the restoration recommendations contained in this plan at Baron Ranch or pursue restoration opportunities on the Landfill site based on an assessment of the restoration potential, landfill cover requirements or other permitting requirements.

Restoration activities associated with the Reconfiguration Project would be timed to occur concurrently with and/or immediately following construction activities within Pila Creek (depending on timing and availability of restoration plant material). A portion of the mitigation requirements for the permitted Expansion Project are recommended to be implemented at the same time as restoration activities for the Reconfiguration Project. The restoration strategy for both the Reconfiguration Project and the permitted Expansion Project presented in this plan are based on a holistic, ecosystem approach to the restoration of Baron Ranch.

Baron Ranch is an approximately 1,100-acre parcel owned by the County situated immediately adjacent to the Tajiguas Landfill on the eastern boundary. This property was purchased to serve primarily as a buffer zone between the Landfill and adjacent land uses. Arroyo Quemado and its tributaries traverse the Baron Ranch and support a breeding population of California red-legged frogs. Approximately 107 acres of the property are currently used for orchards (i.e., avocado and cherimoya orchards), but a large quarry once operated adjacent to Arroyo Quemado in the southeastern portion of the property upslope from a maintenance yard and outbuilding. A private residence is located on the property on a knoll near the front entrance.

The Arroyo Quemado watershed on the Baron Ranch has high quality habitat, adequate water, a dense, well-developed riparian corridor, and what appears to be a healthy population of California red-legged frogs. The riparian corridor on the Baron Ranch is mature coast live oak riparian forest comprised of large coast live oaks, western sycamores (*Platanus racemosa*) and California bay (*Umbellularia californica*). Although the riparian corridor is relatively narrow, the mature trees form a closed canopy for most of the drainage providing shade and cool conditions throughout the year. Active orchards are present and adjacent to the riparian corridor throughout the lower reaches of Arroyo Quemado. The Restoration activities associated with the reconfiguration project would expand the riparian area and provide a buffer of approximately 100 feet on each side to increase the ecological functions and values of the riparian system within the Arroyo Quemado watershed.

Implementation of this Restoration Plan will offset the effects of the proposed action on the California red-legged frog and compensate for the loss of native habitats on the Tajiguas Landfill. The Restoration Plan will be implemented in coordination with the California Red-legged Frog Management Plan (ERA 2008) to ensure restoration, enhancement, and management activities in the Arroyo Quemado watershed will lead to habitat benefits for the California red-legged frog. Habitat improvements that benefit the California red-legged frog, including improved pool habitat, reducing sediment transport, and enhancing the riparian corridor, would also benefit steelhead trout (*Oncorhynchus mykiss irideus*). Costs savings from the Reconfiguration Project would specifically allow RRWMD to implement this Restoration Plan.

The Restoration Plan includes:

- Enhancement and restoration of habitat for the California red-legged frog and steelhead trout by:
  - Improving water quality through the restoration of degraded and eroding areas along Arroyo Quemado and three of its tributaries;
  - increasing native cover and shade around breeding and potential breeding pools;
  - placing boulders and tree trunks in the creek to form new breeding pools;
  - removing invasive plant species within and adjacent to the riparian corridor;
  - replanting with native riparian species where exotic species are removed;
  - creating a new mixed riparian woodland buffer zone adjacent to Arroyo Quemado;
  - removing an at grade road crossing adjacent to a breeding pool;
  - removing a check dam which has been identified as a barrier to steelhead migration;
  - replacing and converting active and inactive orchard areas along Arroyo Quemado to coast live oak woodland;
- Increase in habitat connectivity by restoring Venturan sage scrub, coast live oak woodland, chaparral, and perennial grassland adjacent to the restored and expanded riparian corridor;
- Implement the California red-legged frog Management and Monitoring Plan that will assess and document changes in population density and breeding habitat, and movement of relocated frogs; and
- Placement of 30+ acres of the Arroyo Quemado riparian corridor within a conservation easement.

Addendum 1 to the Baron Ranch  
Restoration Plan:  
In-channel California Red-legged Frog  
Habitat Enhancements

County of Santa Barbara, California

---

Prepared for:

**County of Santa Barbara Public Works Department  
Resource Recovery & Waste Management Division**

130 East Victoria Street, Suite 100  
Santa Barbara, CA 93101  
805.882.3614

Contact: Joddi Leipner

Prepared by:

**P&D Consultants**

8954 Rio San Diego Drive, Suite 610  
San Diego, CA 92108  
619.291.1475

Contact: Julie Niceswanger, Sr. Biologist  
8954 Rio San Diego Drive, Suite 610  
San Diego, California 92108  
619.291.1475

March 2009

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# EXHIBIT E

Lawyers Title - Inland Empire  
3480 Vine Street, Suite 300  
Riverside, CA 92507  
Phone: 951.774.0825

## Title Report

Title Officer:  
Email:  
Phone No.:  
File No.: 619650417

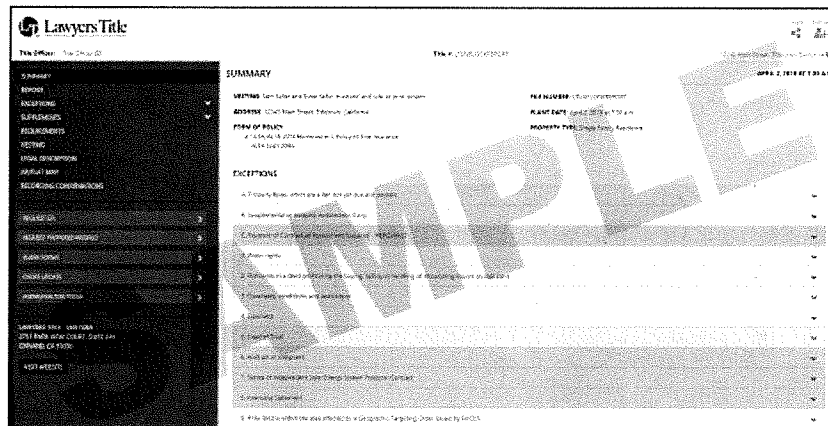
Property Address: (Vacant Land) - 81-090-09 Et Al, County of Santa Barbara, California

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Lawyers Title Company  
3480 Vine Street Suite 300  
Riverside, CA 92507  
Phone: (951) 774-0825  
Fax: ( )

County of Santa Barbara  
1105 Santa Barbara Street, 2nd Floor  
Santa Barbara, CA 93101

Attn: JAMES CLEARY

Title Officer: Barbara Northrup--So  
email: TU65@LTIC.COM  
Phone No.: (951) 248-0669  
Fax No.:  
File No.: 619650417

Your Reference No: Baron Ranch

Property Address: (Vacant Land) - 81-090-09 Et Al, County of Santa Barbara, California

---

## AMENDED PRELIMINARY REPORT 10-29-19

### EXCEPTION NUMBERS HAVE BEEN CHANGED

---

Dated as of October 22, 2019 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Lawyers Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

***Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.***

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

## **SCHEDULE A**

The form of policy of title insurance contemplated by this report is:

A Preliminary Report

The estate or interest in the land hereinafter described or referred to covered by this report is:

**A FEE**

Title to said estate or interest at the date hereof is vested in:

County of Santa Barbara, a political subdivision of the State of California

The land referred to herein is situated in the County of Santa Barbara, State of California, and is described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

## EXHIBIT "A"

All that certain real property situated in the County of Santa Barbara, State of California, described as follows:

PARCEL ONE: (APN: 081-150-32)

THAT CERTAIN PORTION OF THE RANCHO NUESTRA SENORA DEL REFUGIO, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A ROCK 10"X6"X10" ON TOP OF A RIDGE ON THE NORTH LINE OF THE NUESTRA SENORA DEL REFUGIO RANCHO AND THE WEST SIDE OF THE TAJIGUAS CANON, SAID ROCK MARKED WC ON NORTH SIDE, BEING WITNESS CORNER TO QUARTER SECTION CORNER BETWEEN SECTIONS 22 AND 27, TOWNSHIP 5 NORTH, RANGE 31 WEST, FROM WHICH U.S. MONUMENT NO. 339 BEARS SOUTH 89°36' WEST 6/100 OF A LINK;

THENCE ALONG THE TOP OF SAID RIDGE OR CHUCHILLA DE TAJIGUAS SOUTH 2°54' WEST 1124.6 FEET TO A 3/4 INCH PIPE;

THENCE SOUTH 42°32' EAST 1330.5 FEET TO A 3/4 INCH PIPE ON TOP OF A ROCK RIDGE;

THENCE SOUTH 16°47' WEST 652.1 FEET TO A 3/4 INCH PIPE;

THENCE SOUTH 12°13' EAST 480.9 FEET TO A 3/4 INCH PIPE;

THENCE SOUTH 13°36' WEST 238.4 FEET TO A 3/4 INCH PIPE;

THENCE SOUTH 46°31' WEST 352.5 FEET TO A 3/4 INCH PIPE AT THE MOST NORTHERLY CORNER OF PARCEL "A" OF THE SUBDIVISION OF THE PEDRO BARON RANCH, BEING A PORTION OF THE NUESTRA SENORA DEL REFUGIO RANCHO, THE MAP OF SAID PARTITION BEING FILED IN BOOK 13, PAGES 98 TO 100 OF MAPS AND SURVEYS, RECORDS OF SAID COUNTY;

THENCE ALONG THE EASTERLY BOUNDARY LINE OF THE PEDRO BARON RANCH SOUTH 35°17' EAST 1290.4 FEET;

THENCE SOUTH 51°17' EAST 403.7 FEET;

THENCE SOUTH 9°27' WEST 648.4 FEET TO A POINT WHICH IS NORTH 0°04' EAST 4621.6 FEET AND NORTH 9°27' EAST 158.8 FEET FROM THE MOST SOUTHEASTERLY CORNER OF THE ABOVE MENTIONED PARCEL "A";

THENCE LEAVING SAID EASTERLY BOUNDARY LINE SOUTH 89°18' WEST 157.4 FEET;

THENCE SOUTH 83°24' WEST 560.5 FEET;

THENCE SOUTH 56°45' WEST 137.8 FEET;

THENCE SOUTH 70°12' WEST 287.2 FEET;

THENCE SOUTH 77°48' WEST 351.2 FEET;

THENCE SOUTH 59°50' WEST 219.3 FEET;



THENCE SOUTH 89°40' WEST 177.9 FEET;

THENCE SOUTH 65°05' WEST 164.6 FEET;

THENCE SOUTH 75°50' WEST 560.2 FEET;

THENCE SOUTH 2°20' WEST 437.4 FEET;

THENCE SOUTH 47°18' WEST 222.4 FEET;

THENCE SOUTH 10°57'30" WEST 593.8 FEET;

THENCE SOUTH 15°20' WEST 343.8 FEET;

THENCE SOUTH 74°48' EAST 299.7 FEET;

THENCE SOUTH 54°25' EAST 174.5 FEET TO A 1 INCH PIPE;

THENCE SOUTH 27° 22' WEST 470 FEET TO A POINT ON THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 28, 1949 AS INSTRUMENT NO. 5318 IN BOOK 850, PAGE 495 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY;

THENCE WESTERLY ALONG SAID LAST MENTIONED LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 53°55'40" WEST 545.02 FEET; NORTH 58°00'15' WEST 855.62 FEET; NORTH 78°45'30" WEST 119.54 FEET; SOUTH 11°14'30" WEST 17.93 FEET;

THENCE 78°45'30" WEST 14.00 FEET; NORTH 11°14 '30" EAST 17.93 FEET; NORTH 78°45'30" WEST 83.99 FEET; SOUTH 77°54'50" WEST 370.60 FEET AND NORTH 88°18'50" WEST 857.24 FEET TO A POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN THE QUITCLAIM DEED TO PIERRE FRANCOIS BARON RECORDED AUGUST 18, 1938 AS INSTRUMENT NO . 7217 IN BOOK 439 PAGE 475 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY;

THENCE NORTHERLY ALONG SAID LAST MENTIONED LINE NORTH 09°33' EAST 540.00 FEET;

THENCE NORTH 12°22 WEST 410.3 FEET TO A 3/4 INCH PIPE;

THENCE NORTH 16°32' EAST 493.2 FEET TO A 3/4 INCH PIPE;

THENCE NORTH 4°09 WEST 1696.2 FEET AT 141 FEET TO A 3/4 INCH PIPE, AT 1265.2 FEET TO A 3/4 INCH PIPE, AT 1696.2 FEET TO A 3/4 INCH PIPE, ON THE TOP OF A RIDGE;

THENCE NORTH 4°35' WEST 400 FEET TO A 3/4 INCH PIPE, ON THE TOP OF A RIDGE;

THENCE NORTH 11°33' WEST 751.2 FEET TO A 5/8 INCH PIPE ON THE TOP OF A BUSHY RIDGE;

THENCE NORTH 3390.3 FEET TO THE LINE BETWEEN SECTIONS 21 AND 28, TOWNSHIP 5 NORTH, RANGE 31 WEST, SAN BERNARDINO MERIDIAN;

THENCE ALONG SAID LINE AND THE NORTH LINE OF NUESTEA SENORA DEL REFUGIO RANCHO, SOUTH 89°56' EAST 744.1 FEET TO A SAND STONE 8" X 8" X 10" MARKED R. R. ON THE TOP, SET AT THE CORNER OF SECTIONS 21 AND 22 FROM WHICH A LIVE OAK BEARS NORTH 29° EAST 59 LINKS, A LIVE OAK BEARS SOUTH 12° EAST 39 LINKS, A LIVE OAK BEARS SOUTH 82°35 ' WEST 36 LINKS AND U.S. MONUMENT NO. 340 BEARS NORTH 89°56 ' WEST 6/100 OF A LINK;

THENCE ALONG THE LINE BETWEEN SECTIONS 22 AND 27 AND THE NORTH LINE OF SAID NUESTRA SENORA DEL REFUGIO RANCHO NORTH 89°48' EAST 3306.6 FEET TO THE PLACE OF BEGINNING.

PARCEL TWO: (APN: 081-090-09)

THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 21, IN TOWNSHIP 5 NORTH,  
RANGE 31 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SANTA BARBARA, STATE OF  
CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL THREE: (APN: 081-100-05)

THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE NORTHWEST QUARTER OF SECTION 22, IN TOWNSHIP 5 NORTH, RANGE 31 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

## SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

- A. There were no taxes levied for the fiscal year 2019-2020 as the property was vested in a public entity.

Tax Identification No.:            081-150-032  
Affects:                               Parcel 1

Tax Identification No.:            081-090-009  
Affects:                               Parcel 2

Tax Identification No.:            081-100-005  
Affects:                               Parcel 3

- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. Easement(s) in favor of the public over any existing roads lying within said Land.
3. Any adverse claim based upon the assertion that:

Said Land or any part thereof is now or at any time has been below the highest of the high watermarks of Arroyo Quemaddo Creek in the event the boundary of said Arroyo Quemaddo Creek has been artificially raised or is now or at any time has been below the high watermark, if said Arroyo Quemaddo Creek is in its natural state.

Some portion of said Land has been created by artificial means or has accreted to such portion so created.

Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Arroyo Quemaddo Creek, or has been formed by accretion to any such portion.

Affects:                               Parcel 3

4. Rights and easements for navigation and fishery which may exist over that portion of said Land lying beneath the waters of Arroyo Quemaddo Creek.

Affects:                               Parcel 3

5. Any rights, interests or claims which may exist or arise by reason of the following matters as disclosed by Assessors Map Book 081, Page 15, Records of Santa Barbara County Assessors Office:

Matters:                               County Land Fill  
Affects:                               Parcel 1

6. Any rights, interests or claims which may exist or arise by reason of the following matters as disclosed by Assessors Map Book 081, Page 10, Records of Santa Barbara County Assessors Office:

Matters: Arroyo Quemaddo Creek  
Affects: Parcel 3

7. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey  
Recording No: Book 13, Page 98 of Records of Survey

8. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recording Date: April 28, 1949  
Recording No: 5318, Book 850, Page 495 of Official Records  
Affects: Parcel 1

9. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: State of California  
Name of Street or Highway: State Highway  
Affects: Parcel 1

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern Counties Gas Company of California  
Purpose: Pipe line  
Recording Date: February 2, 1950  
Recording No: 1588, Book 897, Page 497 of Official Records  
Affects: Parcel 1

Reference is hereby made to said document for full particulars.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company, a Corporation  
Purpose: Poles  
Recording Date: May 4, 1962  
Recording No: 18500, Book 1925, Page 145 of Official Records  
Affects: Parcel 1

And set forth in the deed

Executed by: Standard Oil Company of California, a Corporation  
Recording Date: August 1, 1962  
Recording No: 31937, Book 1944, Page 478 of Official Records

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company, a Corporation  
 Purpose: Pole lines  
 Recording Date: May 4, 1962  
 Recording No: 18501, Book 1925, Page 147 of Official Records  
 Affects: Parcel 1

And set forth in the deed

Executed by: Standard Oil Company of California, a Corporation  
 Recording Date: August 1, 1962  
 Recording No: 31937, Book 1944, Page 468 of Official Records

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Lighting Gas Supply Company, a California Corporation  
 Purpose: Pipe line  
 Recording Date: April 23, 1963  
 Recording No: 17593, Book 1988, Page 771 of Official Records  
 Affects: Parcel 1

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Edward Meyer, as Executor of the Estate of Marie A. Baron, deceased  
 Purpose: Water well and pipe lines  
 Recording Date: August 1, 1975  
 Recording No: 26423, Book 2578, Page 1119 of Official Records  
 Affects: Parcels 1, 2 and 3

Reference is hereby made to said document for full particulars.

15. Covenants and restrictions imposed by a Land Conservation Contract executed pursuant to Section 51200 et seq. California Government Code (Williamson Act) authorizing the establishment of agricultural preserves. The use of the land within the preserve may be restricted by the contract to agricultural, recreational, open-space, and other approved compatible uses.

Dated: February 9, 1976  
 Executed by: Rudolf R. Schulte, and the County of Santa Barbara, a political subdivision  
 Recording Date: February 24, 1976  
 Recording No: 6901, Book 2603, Page 2086 of Official Records  
 Affects: Parcels 1, 2 and 3

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company  
 Purpose: Underground electrical supply systems and communication systems  
 Recording Date: July 1, 1976  
 Recording No: 27501, Book 2618, Page 1808 of Official Records  
 Affects: Parcel 1

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company  
Purpose: Underground electrical supply systems and communication systems  
Recording Date: June 9, 1977  
Recording No: 77-28759 of Official Records  
Affects: Parcel 1

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company  
Purpose: Underground electrical supply systems and communication systems  
Recording Date: April 26, 1979  
Recording No: 79-18269 of Official Records  
Affects: Parcel 1

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company  
Purpose: Underground electrical supply systems and communication systems  
Recording Date: September 4, 180  
Recording No: 80-34771 of Official Records  
Affects: Parcel 1

20. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey  
Recording No: Book 114, Page 69 of Records of Survey

21. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Celeron Pipeline Company of California, a Delaware Corporation  
Purpose: Ingress and egress  
Recording Date: January 25, 1989  
Recording No: 89-005724 of Official Records

Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as set forth in the document referred to in the numbered item last above shown.

Matters contained in that certain document

Entitled: Amendment No. 1 to Right-of-Way Grant  
Dated: January 28, 1991  
Executed by: Rudolf R. Schulte, and All American Pipeline Company, a Texas corporation  
Recording Date: January 30, 1991  
Recording No: 91-004903 of Official Records

Affects: Parcel One

Reference is hereby made to said document for full particulars.

22. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey  
Recording No: Book 149, Pages 53 and 54 of Records of Survey

23. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
24. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
25. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

26. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
27. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

**END OF SCHEDULE B EXCEPTIONS**

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**



**REQUIREMENTS SECTION:**

NONE

## INFORMATIONAL NOTES SECTION

- Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- Note No. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.
- For wiring Instructions please contact your Title Officer or Title Company Escrow officer.**
- Note No. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.
- Note No. 4: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note No. 5: Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DDT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note No. 6: Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.
- Note No. 7: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:
- a) If the Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
  - b) If the Company cannot obtain a verbal update on the demand, we will either pay off the expired demand or wait for the amended demand, at our discretion.
  - c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure the check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold).

Processor: slc / BN  
Date Typed: October 28, 2019 / October 29, 2019

Attachment One (Revised 05-06-16)

CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	<b>\$ 10,000.00</b>
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	<b>\$ 25,000.00</b>
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	<b>\$ 25,000.00</b>
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	<b>\$ 5,000.00</b>

**2006 ALTA LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- CLTA Preliminary Report Form – Modified (11-17-06)

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [ (or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

#### [PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. ]

#### PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

### 2006 ALTA OWNER'S POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. ]
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.



5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



Lawyers Title Company  
3480 Vine Street Suite 300  
Riverside, CA 92507  
Phone: (951) 774-0825  
Fax: ( )

Order No. 619650417

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

**FNF Underwritten Title Company**

LTC – Lawyers Title Company

**FNF Underwriter**

CLTIC – Commonwealth Land Title Insurance Co.

**Available Discounts**

**DISASTER LOANS (CLTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

**EMPLOYEE RATE (LTC and CLTIC)**

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

## **Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

### **Personal Information.**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

### **Browsing Information.**

FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

### **How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

### **Web Beacons.**

We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

### **Do Not Track.**

Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

### **Links to Other Sites.**

FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

### **For California Residents:**

We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

**For Nevada Residents:**

You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:**

We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

**International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

**FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer









ORDER NO.

619650417

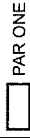
10/29/2019

APN

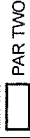
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081-100-05

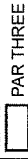
Legend



PAR ONE



PAR TWO



PAR THREE

Ease for Pipe Line recorded

02/02/1950 # 1588 Bk897 Pg497 OR - Item 10

Ease for Poles recorded

05/04/1962 # 18500 Bk1925 Pg145,

08/01/1962 # 31937 Bk1944 Pg478 OR - Item 11

Ease for Pole Lines recorded

05/04/1962 # 18501 Bk1925 Pg147,

08/01/1962 # 31937 Bk1944 Pg468 OR - Item 12

Ease for Pipe Line recorded

04/23/1963 # 17593 Bk1988 Pg771 OR - Item 13

Ease for Water Well & Pipe Lines recorded

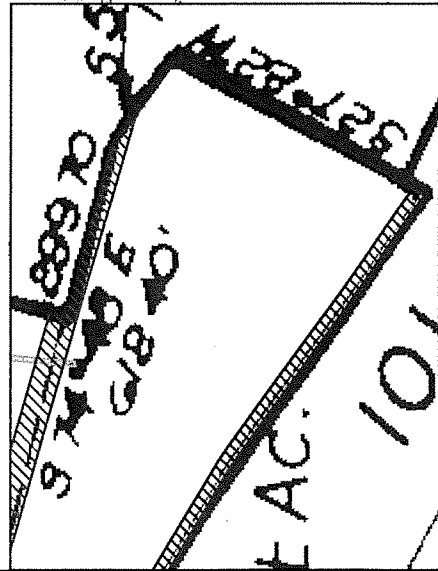
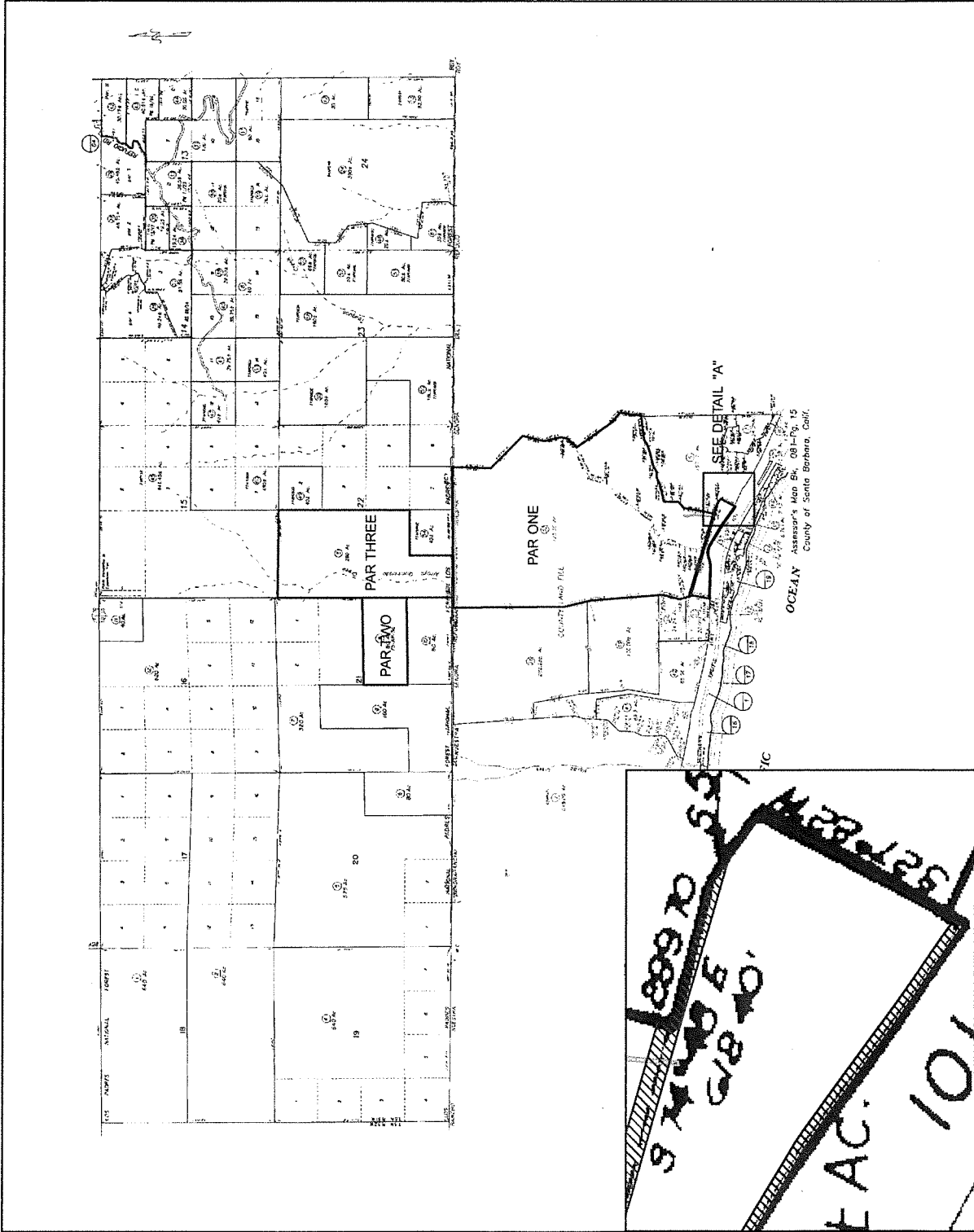
08/01/1975 # 26423 Bk2578 Pg1119

OR - Item 14 (Unlocatable)

Ease for Underground Electrical

Supply Systems & Communication Systems recorded

07/01/1976 # 27501 Bk2618 Pg1808 OR - Item 16



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

OCEAN  
Assessor's Map Bk. 081-Pg. 15  
County of Santa Barbara, Calif.

DETAIL "A"



ORDER NO.

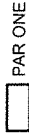
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10/29/2019

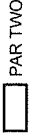
APN

081-150-32, 081-090-09 & 081-100-05

Legend



PAR ONE



PAR TWO

PAR THREE



Ease for Underground Electrical Supply Systems & Communication Systems recorded 06/09/1977 # 77-28759 OR - Item 17



Ease for Underground Electrical Supply Systems & Communication Systems recorded 04/26/1979 # 79-18269 OR - Item 18



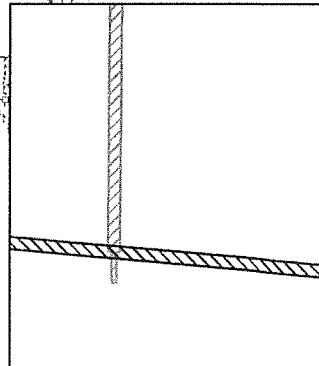
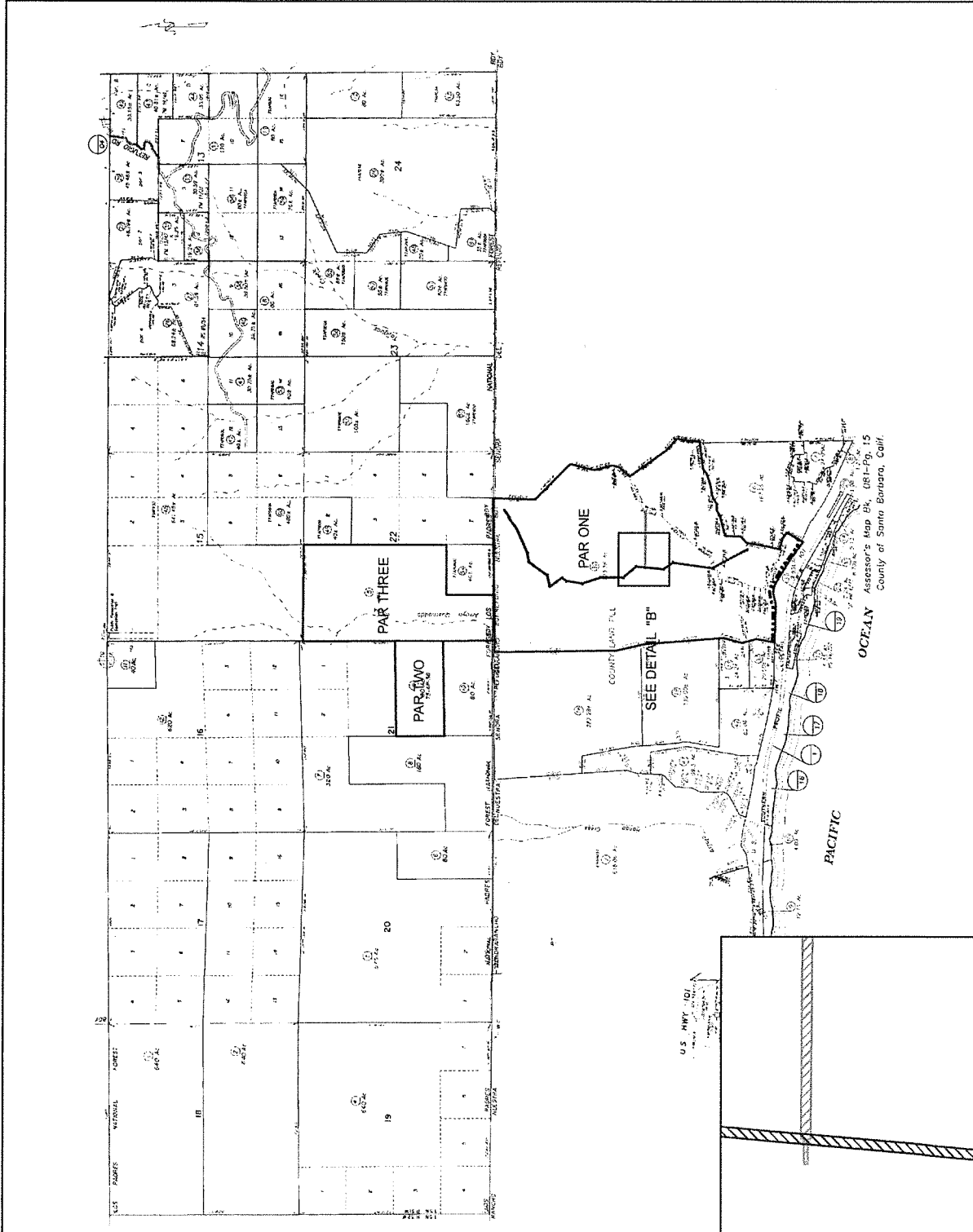
Ease for Underground Electrical Supply Systems & Communication Systems recorded 09/04/1980 # 80-34771 OR - Item 19



Ease for Ingress & Egress recorded 01/25/1989 # 89-005724 OR - Item 21

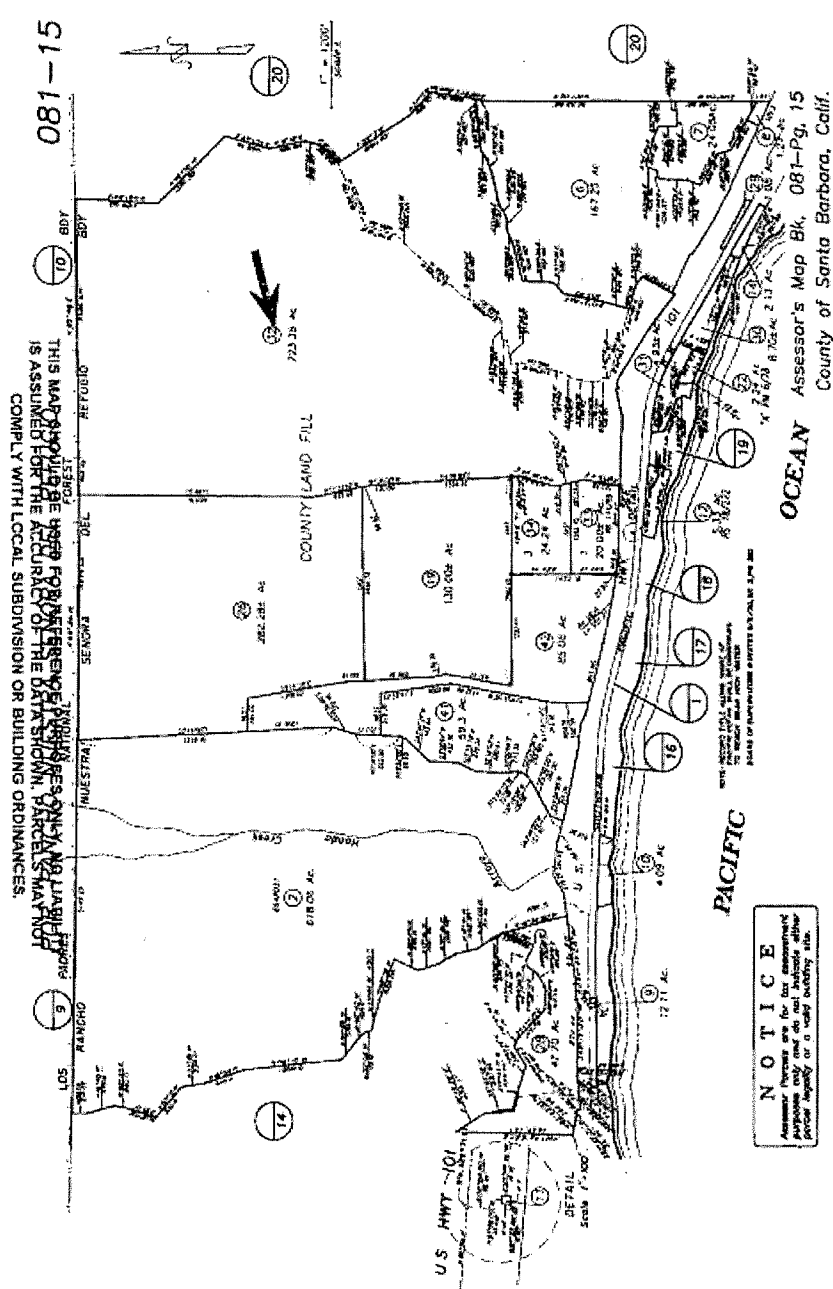


(Centerline of Undisclosed Width Strip)



DETAIL "B"

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



THIS MAP SHOULD BE USED FOR GENERAL REFERENCE ONLY AND SHOULD NOT BE ASSUMED TO BE ACCURATE FOR THE DETERMINATION OF BOUNDARIES OR FOR THE SUBDIVISION OF LAND OR FOR THE CONSTRUCTION OF BUILDINGS OR OTHER STRUCTURES. THIS MAP SHOULD BE USED FOR GENERAL REFERENCE ONLY AND SHOULD NOT BE ASSUMED TO BE ACCURATE FOR THE DETERMINATION OF BOUNDARIES OR FOR THE CONSTRUCTION OF BUILDINGS OR OTHER STRUCTURES.

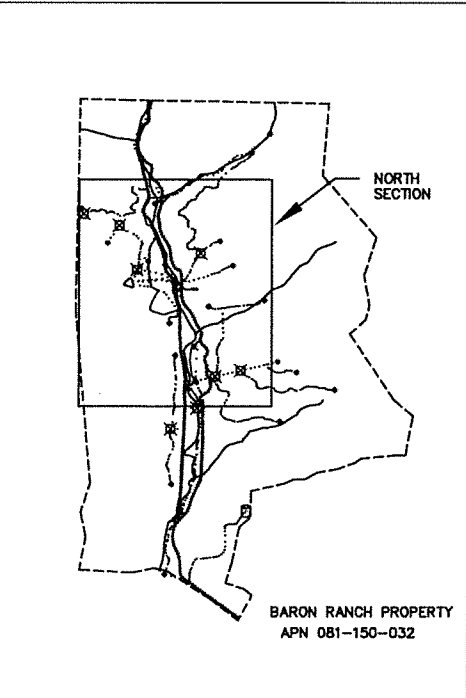
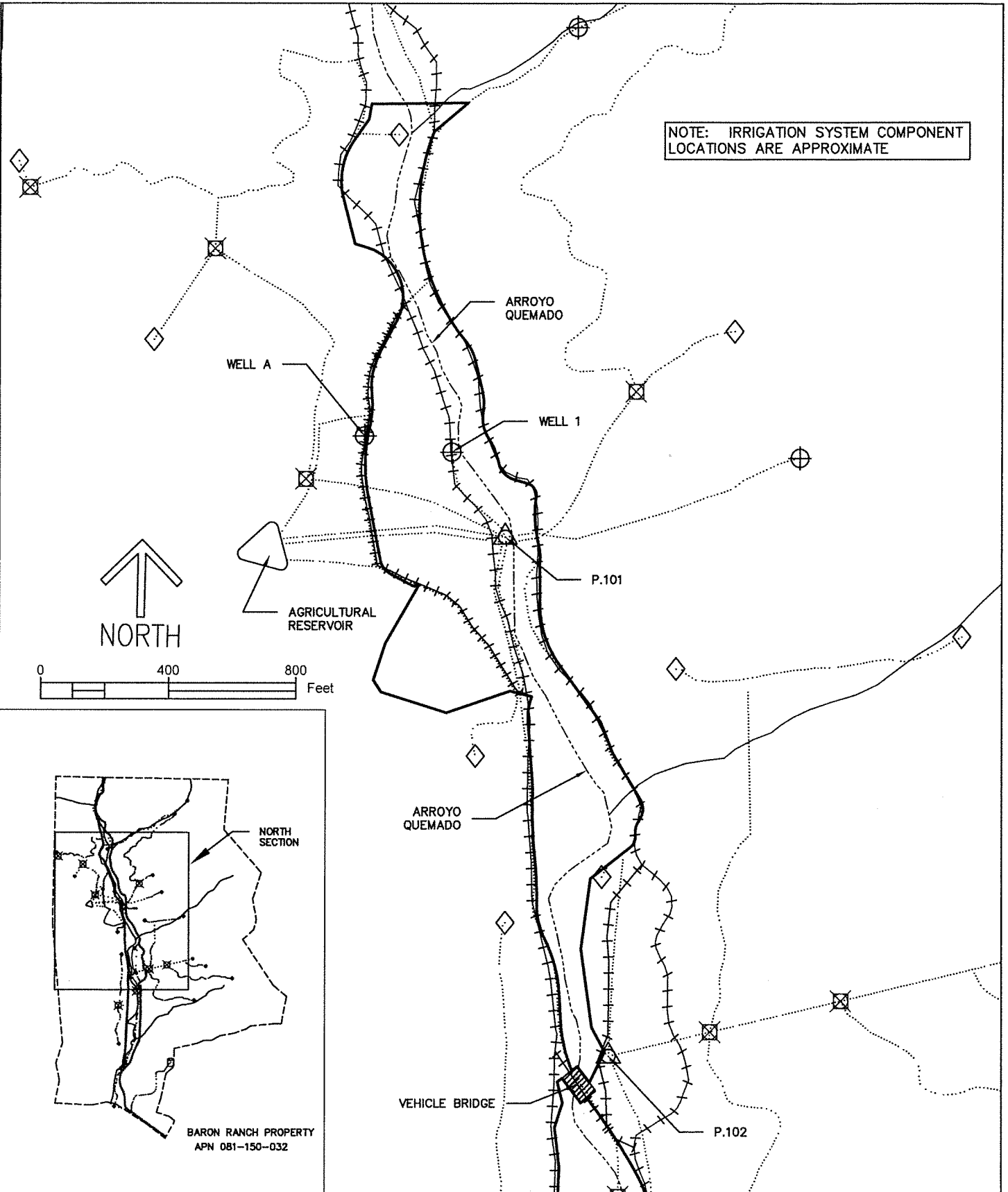
**NOTICE**  
 Assessor's Maps are for general reference only and should not be used for the determination of boundaries or for the construction of buildings or other structures.

081-15

OCEAN Assessor's Map Bk. 081-Pg. 15  
 County of Santa Barbara, Calif.

US HWY 101

NOTE: IRRIGATION SYSTEM COMPONENT LOCATIONS ARE APPROXIMATE



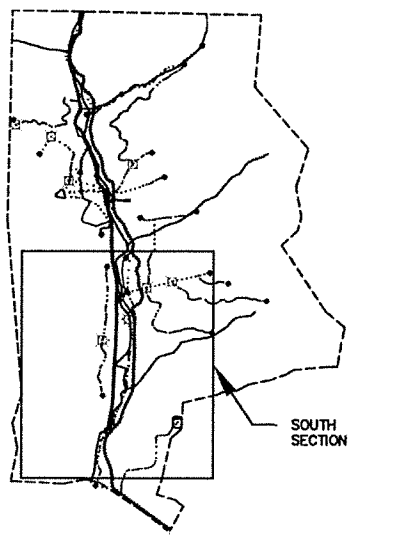
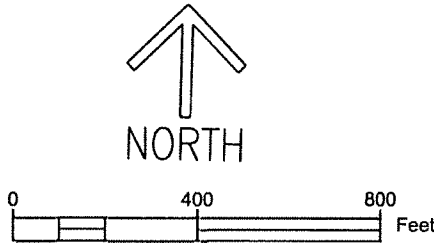
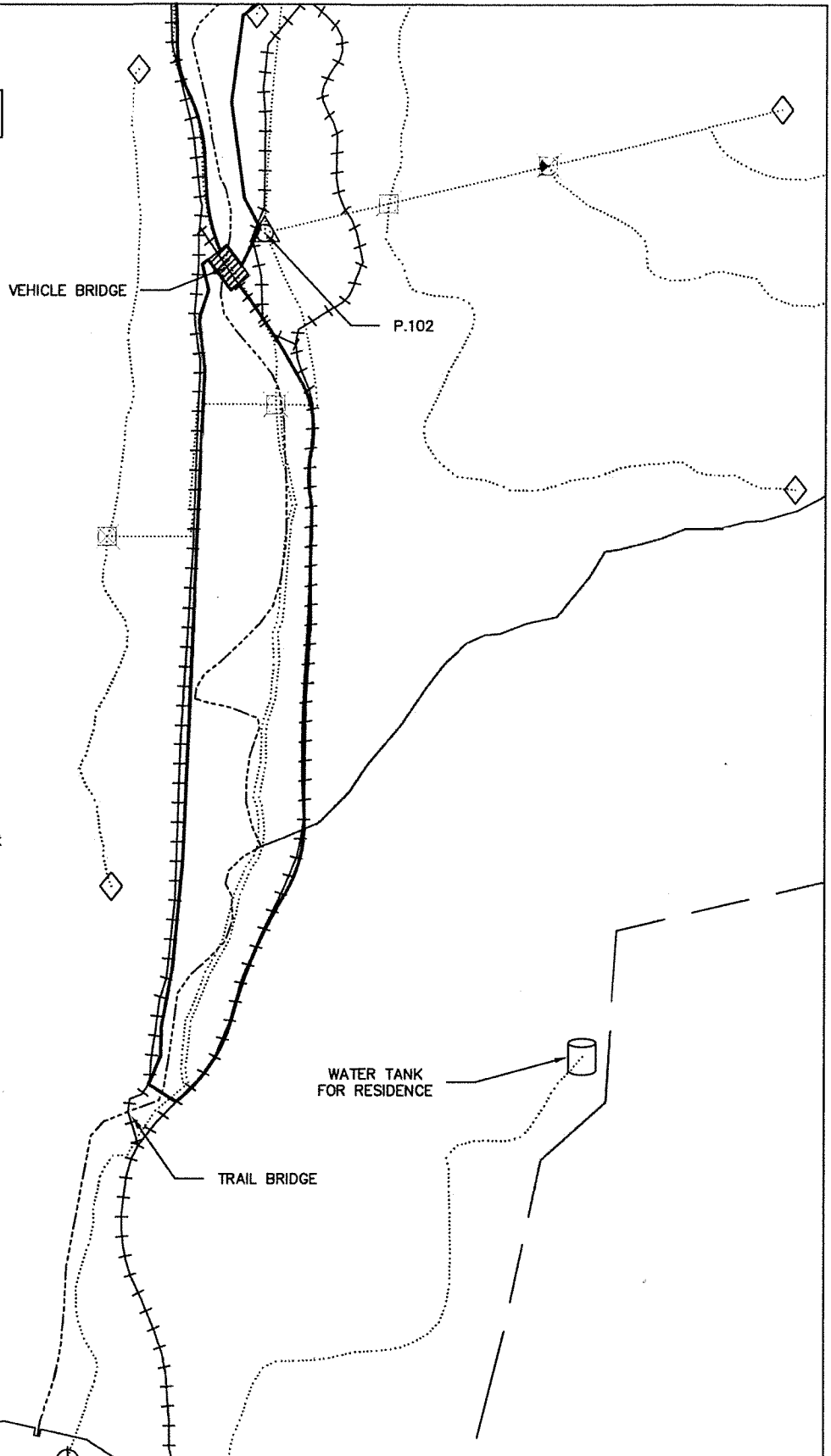
COUNTY OF SANTA BARBARA  
DEPARTMENT OF PUBLIC WORKS  
RESOURCE RECOVERY & WASTE MANAGEMENT DIVISION

**BARON RANCH RESTRICTIVE COVENANT NORTH SECTION  
PHYSICAL FEATURES/INFRASTRUCTURE**

DRAWN BY: LG    CHECKED BY: JL    EXHIBIT F-1.1    DATE: 04/05/2021

LEGEND	
	RESTRICTIVE COVENANT BOUNDARY
	EXISTING WATER/IRRIGATION LINES
	EXISTING ROAD/TRAIL
	CREEK/DRAINAGE
	PROPERTY BOUNDARY
	IRRIGATION LINE ENDPOINT
	WELL
	CONTROL VALVE
	PUMP STATION

NOTE: IRRIGATION SYSTEM COMPONENT LOCATIONS ARE APPROXIMATE



BARON RANCH PROPERTY  
APN 081-150-032

COUNTY OF SANTA BARBARA  
DEPARTMENT OF PUBLIC WORKS  
RESOURCE RECOVERY & WASTE MANAGEMENT DIVISION

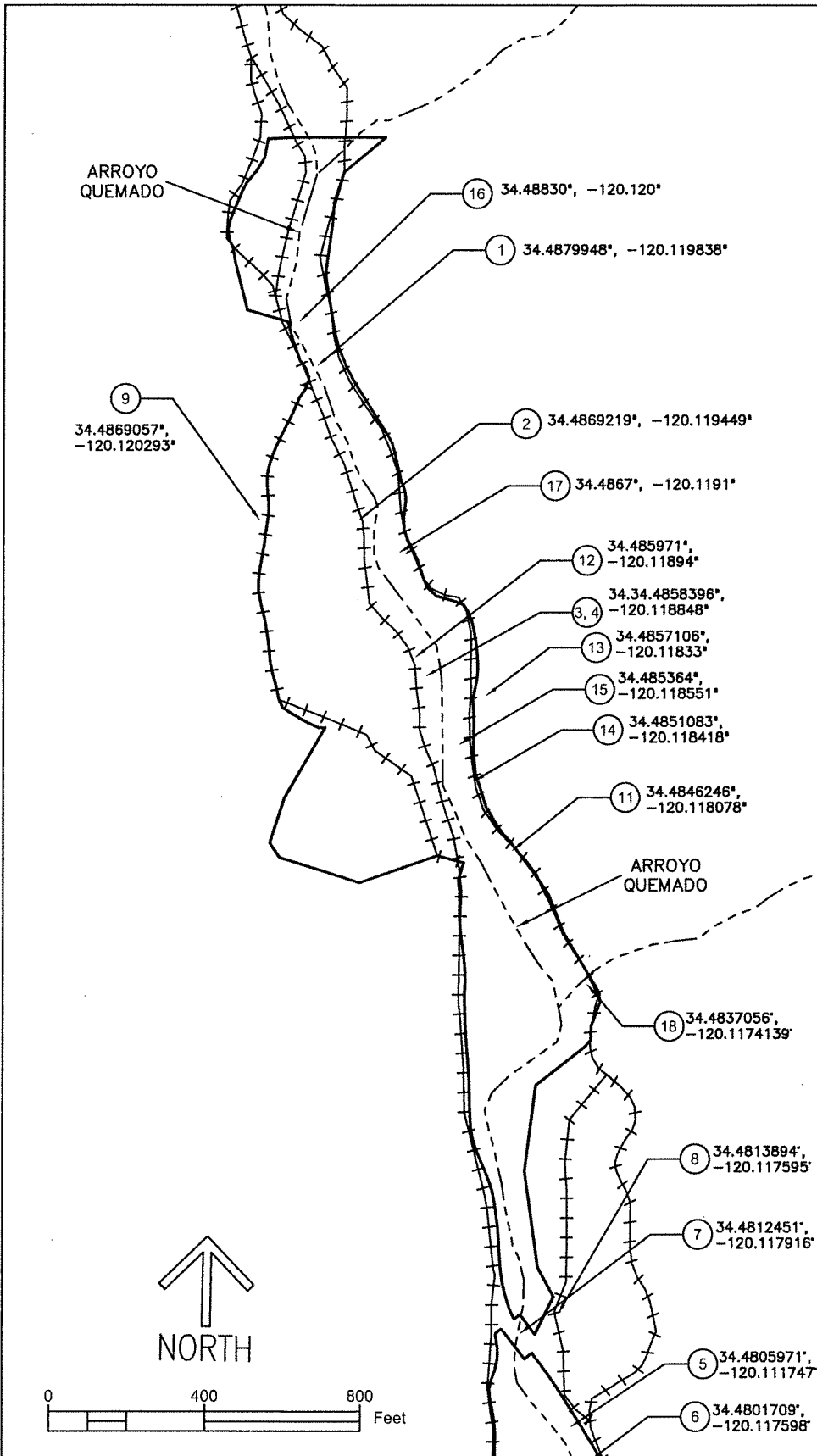
BARON RANCH RESTRICTIVE COVENANT SOUTH SECTION  
PHYSICAL FEATURES/INFRASTRUCTURE

DRAWN BY: LG    CHECKED BY: JL    EXHIBIT F-1.2    DATE: 04/05/2021

LEGEND

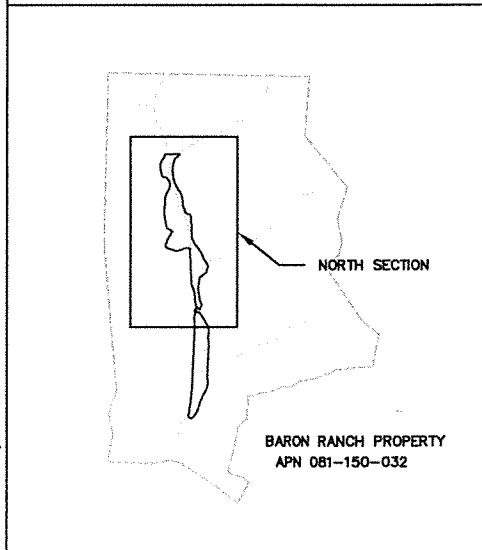
- RESTRICTIVE COVENANT BOUNDARY
- ..... EXISTING WATER/IRRIGATION LINES
- +++++ EXISTING ROAD/TRAIL
- - - - - CREEK/DRAINAGE
- - - - - PROPERTY BOUNDARY

- ◇ IRRIGATION LINE ENDPOINT
- ⊕ WELL
- ⊗ CONTROL VALVE
- △ PUMP STATION



## NOTES

- ① 6" DIAMETER PVC IRRIGATION PIPE CROSSING ARROYO QUEMADO
- ② WELL 1 (6' + 1' BARBED WIRE X 12.8' X 19' FENCED ENCLOSURE INCLUDING WELL, TIMER, PUMP, ELECTRICAL METER, SECONDARY POLE, AND 1,500 GALLON PLASTIC TANK OUTSIDE ENCLOSURE)
- ③ PUMP 101 (6' + 1' BARBED WIRE X 23' X 24' FENCED ENCLOSURE INCLUDING PUMP, ELECTRICAL PANEL, MULTIPLE PANELS CONCRETE PAD 9' X 9')
- ④ PIPELINES CROSSING ARROYO QUEMADO TO PUMP 101, 4 PIPES, 3 PVC, 1 METAL VARYING SIZES SUSPENDED ON 2 METAL POSTS
- ⑤ MAIN CONTROL VALVE (3" AND 1.5" DIAMETER PIPES, VALVES, AND FILTER)
- ⑥ PIPELINE CROSSING ARROYO QUEMADO FROM MAIN CONTROL VALVE (6" DIAMETER)
- ⑦ EXISTING VEHICLE BRIDGE ACROSS ARROYO QUEMADO (18' WIDE, 78' LONG RAIL CAR)
- ⑧ PUMP 102, EAST SIDE OF ARROYO QUEMADO (SECONDARY ELECTRICAL POLES, METER, ELECTRICAL PANEL, 12' X 17' CONCRET PAD, OVERHEAD FILL STATION, MULTIPLE PIPES, 1,500 GALLON PLASTIC TANK ON CONCRETE PAD)
- ⑨ WELL A (6' + 1' BARBED WIRE FENCED ENCLOSURE 10.5' X 12', SECONDARY ELECTRICAL POLE, TIMER, PUMP, WELL, PIPES, HOSE)
- ⑩ AGRICULTURAL ROAD/PUBLIC TRAIL BORDERING SOUTHERN PORTION OF THE EASEMENT AREA, WEST SIDE OF ARROYO QUEMADO (12' TO 15' WIDE)
- ⑪ EXPOSED PIPELINE, EAST OF ARROYO QUEMADO (6" DIAMETER PVC AND VALVE)
- ⑫ ELECTRIC PANEL FOR WELL 1, WEST OF ARROYO QUEMADO (6' + 1' BARBED WIRE FENCED ENCLOSURE 8' X 16.5', TWO SECONDARY ELECTRICAL POLES, 2 SCE METERS, MULTIPLE ELECTRICAL PANELS.)
- ⑬ 2.5" DIAMETER CORRUGATED STEEL STORM DRAIN PIPE, EAST SIDE OF ARROYO QUEMADO
- ⑭ IRRIGATION PIPES, EAST OF ARROYO QUEMADO (3" AND 6" DIAMETER PVC SUPPORTED ON METAL T-POST)
- ⑮ FENCE WITH GATE (6' HIGH X 41' LONG BLACK CHAIN LINK)
- ⑯ CINDER BLOCK DRAINAGE CULVERT (12.3' X 4.7' X 3.5') AND 2.5" DIAMETER CORRUGATED PIPE
- ⑰ 6" DIAMETER IRRIGATION LINE (BROKEN, SUPPORTED ON WOODEN POST)
- ⑱ CINDER BLOCK STRUCTURE (8' X 9' X 4.5')



COUNTY OF SANTA BARBARA  
DEPARTMENT OF PUBLIC WORKS  
RESOURCE RECOVERY & WASTE MANAGEMENT DIVISION

### EXHIBIT F-2.1

BARON RANCH RESTRICTIVE COVENANT NORTH SECTION  
ABOVE GROUND INFRASTRUCTURE

DRAWN BY: LG

CHECKED BY: JL

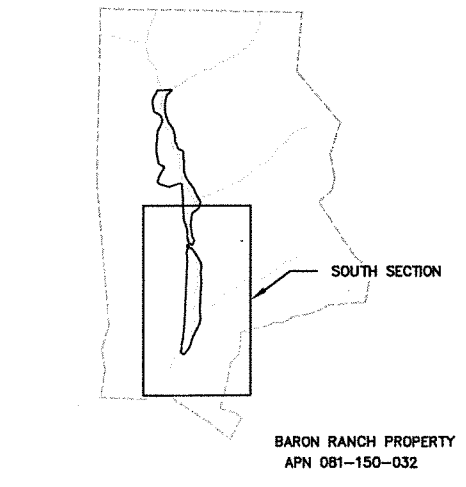
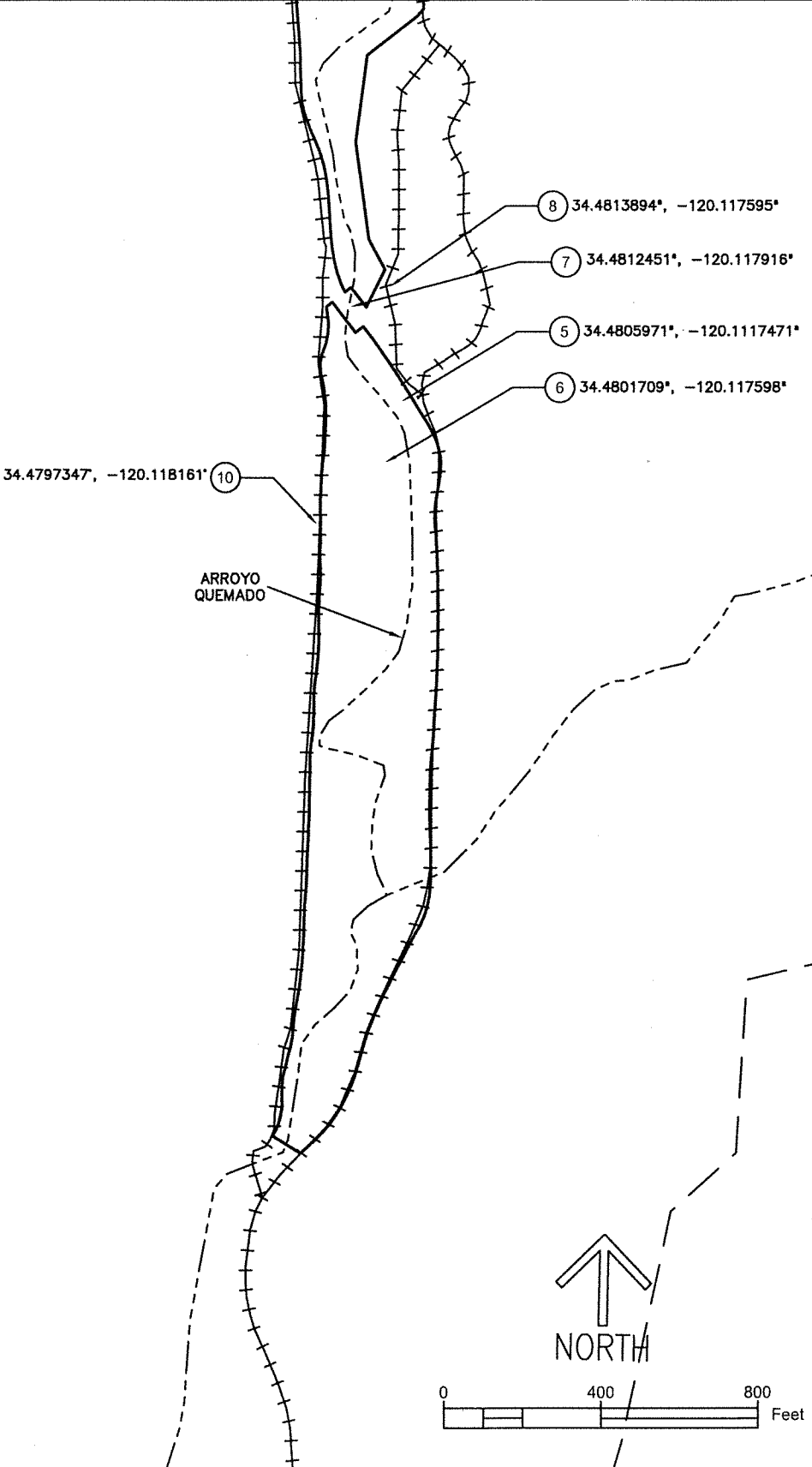
DATE: 04/22/2021

## LEGEND

- RESTRICTIVE COVENANT BOUNDARY
- +++++ EXISTING ROAD/TRAIL
- CREEK/DRAINAGE
- PROPERTY BOUNDARY

# NOTES

- ① 6" DIAMETER PVC IRRIGATION PIPE CROSSING ARROYO QUEMADO
- ② WELL 1 (6' + 1' BARBED WIRE X 12.8' X 19' FENCED ENCLOSURE INCLUDING WELL, TIMER, PUMP, ELECTRICAL METER, SECONDARY POLE, AND 1,500 GALLON PLASTIC TANK OUTSIDE ENCLOSURE)
- ③ PUMP 101 (6' + 1' BARBED WIRE X 23' X 24' FENCED ENCLOSURE INCLUDING PUMP, ELECTRICAL PANEL, MULTIPLE PANELS CONCRETE PAD 9' X 9')
- ④ PIPELINES CROSSING ARROYO QUEMADO TO PUMP 101, 4 PIPES, 3 PVC, 1 METAL VARYING SIZES SUSPENDED ON 2 METAL POSTS
- ⑤ MAIN CONTROL VALVE (3" AND 1.5" DIAMETER PIPES, VALVES, AND FILTER)
- ⑥ PIPELINE CROSSING ARROYO QUEMADO FROM MAIN CONTROL VALVE (6" DIAMETER)
- ⑦ EXISTING VEHICLE BRIDGE ACROSS ARROYO QUEMADO (18' WIDE, 78' LONG RAIL CAR)
- ⑧ PUMP 102, EAST SIDE OF ARROYO QUEMADO (SECONDARY ELECTRICAL POLES, METER, ELECTRICAL PANEL, 12' X 17' CONCRET PAD, OVERHEAD FILL STATION, MULTIPLE PIPES, 1,500 GALLON PLASTIC TANK ON CONCRETE PAD)
- ⑨ WELL A (6' + 1' BARBED WIRE FENCED ENCLOSURE 10.5' X 12', SECONDARY ELECTRICAL POLE, TIMER, PUMP, WELL, PIPES, HOSE)
- ⑩ AGRICULTURAL ROAD/PUBLIC TRAIL BORDERING SOUTHERN PORTION OF THE EASEMENT AREA, WEST SIDE OF ARROYO QUEMADO (12' TO 15' WIDE)
- ⑪ EXPOSED PIPELINE, EAST OF ARROYO QUEMADO (6" DIAMETER PVC AND VALVE)
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- ⑬ 2.5' DIAMETER CORRUGATED STEEL STORM DRAIN PIPE, EAST SIDE OF ARROYO QUEMADO
- ⑭ IRRIGATION PIPES, EAST OF ARROYO QUEMADO (3" AND 6" DIAMETER PVC SUPPORTED ON METAL T-POST)
- ⑮ FENCE WITH GATE (6' HIGH X 41' LONG BLACK CHAIN LINK)
- ⑯ CINDER BLOCK DRAINAGE CULVERT (12.3' X 4.7' X 3.5') AND 2.5' DIAMETER CORRUGATED PIPE
- ⑰ 6" DIAMETER IRRIGATION LINE (BROKEN, SUPPORTED ON WOODEN POST)
- ⑱ CINDER BLOCK STRUCTURE (8' X 9' X 4.5')



COUNTY OF SANTA BARBARA  
DEPARTMENT OF PUBLIC WORKS  
RESOURCE RECOVERY & WASTE MANAGEMENT DIVISION

## EXHIBIT F-2.2 BARON RANCH RESTRICTIVE COVENANT SOUTH SECTION ABOVE GROUND INFRASTRUCTURE

DRAWN BY: LG    CHECKED BY: JL    DATE: 04/22/2021

### LEGEND

- RESTRICTIVE COVENANT BOUNDARY
- + + + + + EXISTING ROAD/TRAIL
- - - - - CREEK/DRAINAGE
- - - - - PROPERTY BOUNDARY