

Recording request by and
when recorded, mail to:
County of Santa Barbara
General Services Dept- Casa Nueva
Real Property Division
260 N San Antonio Rd
Santa Barbara, CA 93110

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 065-320-004

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is executed by the County of Santa Barbara ("Declarant" or "County") on the signature date set forth below. Declarant promises, agrees and covenants to restrict the development and use of the property described below in accordance with the terms, conditions and restrictions set forth in this Declaration.

WHEREAS, County is the owner of a 35.5-acre parcel of land near More Mesa, APN 065-320-004, which is described in Exhibit A hereto ("Property"); and

WHEREAS, County has entered into a "Real Property Purchase Agreement" ("Agreement") with La Cumbre Mutual Water Company, a corporation, and The Land Trust for Santa Barbara County, a California Nonprofit Public Benefit Corporation ("Land Trust"), concerning the County's acquisition of real property interests needed for the County's construction and operation of the Modoc Multi-Use Path; and

WHEREAS, through the Agreement, the County has agreed to record a restrictive covenant on the Property to preserve the Property and restrict its use for the benefit of the public; and

WHEREAS, County has authorized execution and recordation of this Declaration.

NOW, THEREFORE, in consideration of the obligations as set forth in the Agreement, County hereby declares and agrees as follows:

1. Covenant Running with Land. Declarant does hereby covenant and agree to restrict, and does by this instrument intend to restrict, the future development and use of the Property as set forth below, by the establishment of this covenant running with the land.

2. Restrictive Covenants. The following restrictive covenant shall apply to the land comprising the Property:
 - A. The Property shall not be used as a site for any housing development project.
 - B. Use of the Property shall be limited to open space and public use, habitat preservation and restoration, mitigation work, flood control activities, and recreational uses, as determined by the County.
3. Successors and Assign Bound. Declarant hereby agrees and acknowledges that the Property shall be held, sold, conveyed, owned, developed and used subject to the applicable terms, conditions and obligations imposed by this Declaration relating to the development and use of the Property, and matters incidental thereto. Such terms, conditions, and obligations are a burden and restriction on the development and use of the Property, as applicable. The provisions of this Declaration shall, subject to the limitations contained in this Declaration and without modifying the provisions of this Declaration, be enforceable as equitable servitudes and conditions, restrictions and covenants running with the land comprising the Property, and shall be binding on the Declarant and upon each and all of its respective heirs, devisees, successors, and assigns, grantees, lessees, mortgagees, lienors, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries, administrators, any person who claims an interest in the Property, and upon future owners and lessees of the Property and each of them
4. No Other Restrictions. This Declaration imposes no obligations or restrictions except as expressly stated herein.
5. General Provisions.
 - A. Controlling Law. The interpretation and performance of this Declaration shall be governed by the laws of the State of California.
 - B. Severability. If any provision of this Declaration or the application thereof is found to be invalid, the remaining provisions of this Declaration or the application of such provisions other than that found to be invalid shall not be affected thereby.
 - C. Modification and Release. This Declaration shall not be amended, released, terminated, or removed from the Property except as provided for in the Agreement
 - D. Recordation. This Declaration shall be recorded in the Santa Barbara County Recorder's Office and shall take effect upon recordation

IN WITNESS WHEREOF, the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, has executed this Declaration of Restrictive Covenant on 5th day of November, 2024.

“DECLARANT”

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

By: _____
Steve Lavagnino, Chair
Board of Supervisors

Exhibit A "Property"

DESCRIPTION:

All that certain land situated in the State of California in the unincorporated area of the County of Santa Barbara, described as follows:

That portion of the Rancho La Goleta, County of Santa Barbara, State of California, described as follows:

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

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

ACKNOWLEDGMENT

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

State of California
County of Santa Barbara

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

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

WITNESS my hand and official seal.

Signature (Seal)