

Attachment A: Grant of Habitat Easement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Planning & Development Department
County of Santa Barbara
123 East Anapamu Street
Santa Barbara, CA 93101

THIS SPACE RESERVED FOR RECORDER ONLY
(Gov. Code § 27361.6)

GRANT OF HABITAT EASEMENT

APN 145-190-01

No filing fee pursuant to Govt. Code§ 6103

THIS GRANT OF HABITAT EASEMENT (referred to herein as the "EASEMENT") is made this day of , 2013 by and between MICHAEL GALVIN SAN FERNANDO REY TRUST, REDROCK HOLDINGS, LTD., SAN MARCOS HOLDINGS LTD., CANRISE CORP., and RIDGERISE, INC. (collectively referred to herein as "RANCHO SAN FERNANDO REY") and the COUNTY OF SANTA BARBARA, a body corporate and politic (referred to herein as the "COUNTY").

RECITALS

WHEREAS, RANCHO SAN FERNANDO REY is the owner in fee simple of certain real property located in the unincorporated area of the COUNTY adjacent to the Santa Ynez River near its junction with Kelly Creek, currently designated as Assessor's Parcel Number 145-190-01, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (referred to herein as the "PROPERTY"); and

WHEREAS, RANCHO SAN FERNANDO REY applied to COUNTY for approval of, and COUNTY granted approval of, a lot line adjustment designated in COUNTY'S records as 94-LLA-007; and

WHEREAS, Hampton Creek and Kelly Creek are located on a portion of the PROPERTY; and

WHEREAS, COUNTY's preliminary environmental review of RANCHO SAN FERNANDO REY's application for the lot line adjustment revealed that areas immediately adjacent to Hampton Creek and/or Kelly Creek on the PROPERTY may contain potential habitat areas for the Least Bell's Vireo (*Vireo bellii pusillus*, referred to herein as the "Vireo"), a small

gray migratory songbird listed as an endangered species by the State and Federal governments, although no documented sightings of the Vireo have occurred on the PROPERTY; and

WHEREAS, COUNTY engaged an outside biologist with substantial expertise in Vireo behavior and habitat review and continued its study of the potential Vireo habitat areas on the PROPERTY and has concluded that any potential impacts of RANCHO SAN FERNANDO REY'S lot line adjustment on any potential Vireo habitat areas on the PROPERTY can be completely avoided through the preservation of these areas in the state in which they existed on the date of the RANCHO SAN FERNANDO REY application for approval of the lot line adjustment; and

WHEREAS, RANCHO SAN FERNANDO REY is willing to grant this habitat easement in order to ensure the conservation and long-term preservation of potential Vireo habitat areas immediately adjacent to Hampton Creek and/or Kelly Creek on the PROPERTY subject to the terms described herein;

NOW, THEREFORE, in consideration of the COUNTY'S granting of RANCHO SAN FERNANDO REY'S Lot Line Adjustment application and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RANCHO SAN FERNANDO REY hereby grants, transfers and conveys to COUNTY and its successors, a habitat easement as hereinafter described:

AGREEMENT

1. Description of Easement. This EASEMENT is granted in, upon, over or across and through that certain portion of the PROPERTY described and depicted on Exhibit "B" attached hereto and incorporated herein by reference (referred to herein as the "EASEMENT AREA").

2. Easement Non-Exclusive. The EASEMENT is not exclusive and is granted only for the specific purposes described herein. RANCHO SAN FERNANDO REY reserves its rights as set forth in Paragraphs 6(a) and (b) below.

3. Purpose of Easement. The purpose of this EASEMENT is to impose upon RANCHO SAN FERNANDO REY certain covenants, conditions and restrictions pertaining to the EASEMENT AREA. It is RANCHO SAN FERNANDO REY's intention and objective in granting this EASEMENT to limit its activities within the EASEMENT AREA to those which do not interfere with the preservation of the potential Vireo habitat in the EASEMENT AREA in its state as of the date of RANCHO SAN FERNANDO REY's lot line adjustment application ("DATE OF APPLICATION").

4. Effect on Other Easements. Nothing herein shall interfere with the rights of any person or entity not a party to this Grant of Habitat Easement under existing easements or otherwise located within the EASEMENT AREA.

5. Restrictions on Use. RANCHO SAN FERNANDO REY covenants and agrees for itself, its successors and assigns:

a). Not to erect, place or maintain any buildings, structures, or other improvements, including, but not limited, to roads, fences, and parking areas, within the EASEMENT AREA except those which: (i) existed as of the DATE OF APPLICATION; (ii) are authorized by the COUNTY's approval of 94- LLA-007; or (iii) are otherwise authorized by COUNTY in the future.

b) Not to cause ground disturbance within the EASEMENT AREA except as provided in Paragraphs 5(a) and 6(a);

c) Not to engage in cultivation or irrigation within the EASEMENT AREA.

6. Reservation of Rights. RANCHO SAN FERNANDO REY reserves to itself, its successors and assigns, the following rights:

a. To repair and maintain all improvements, buildings or structures located within the EASEMENT AREA as of the DATE OF APPLICATION, including, but not limited to, livestock fencing, existing agricultural roads and vehicle creek crossings. The right to repair and maintain shall not include the right to expand or improve existing buildings, structures, or other improvements within the EASEMENT AREA.

b. The right to enter upon and use the EASEMENT AREA for pasture/ grazing, educational and recreational purposes.

7. Rights and Responsibilities of County. As a material part of this grant, RANCHO SAN FERNANDO REY grants to COUNTY, and COUNTY accepts from RANCHO SAN FERNANDO REY, the following rights and responsibilities in connection with the EASEMENT AREA:

a. RANCHO SAN FERNANDO REY grants to COUNTY the right to enter on the EASEMENT AREA, by foot, once per calendar year, on reasonable written notice to RANCHO SAN FERNANDO REY, to observe and enforce compliance with the terms of this grant. COUNTY's entrance upon the EASEMENT AREA shall be used solely for the limited purpose of inspecting the EASEMENT AREA to determine whether RANCHO SAN FERNANDO REY is complying with this grant, and for enforcement of COUNTY's rights described in this grant. COUNTY shall provide copies of any reports and/or photographs prepared or taken in connection with its annual inspection to RANCHO SAN FERNANDO REY at no cost.

b. COUNTY shall have the right to prevent or prohibit any activity which is contrary to the stated terms, conditions, restrictions and covenants of this grant. COUNTY may enforce the terms of this grant by legal or equitable proceedings in the Superior Court of the County of Santa Barbara.

c. Should RANCHO SAN FERNANDO REY, its successors or assigns, undertake any activity in violation of this grant, COUNTY shall have a right by administrative or legal action to cause the restoration of that portion of the EASEMENT AREA affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the reasonable and actual costs of any restoration required by RANCHO SAN FERNANDO REY's activity in violation of this grant shall be borne by RANCHO SAN

FERNANDO REY, subject to RANCHO SAN FERNANDO REY's right to exhaust any administrative or legal remedies available to it.

d. Any forbearance by COUNTY to exercise any of its rights hereunder in the event of any breach hereof by RANCHO SAN FERNANDO REY shall not be deemed or construed to be a waiver of COUNTY's rights hereunder.

8. Terms of Easement as Covenant. This grant benefits the PROPERTY and shall run with and constitute both a burden on and benefit of the PROPERTY. All obligations, terms, conditions and restrictions hereby imposed are covenants and restrictions running with the land and shall be effective limitations on the use of the PROPERTY from the date of recording of this EASEMENT and shall bind RANCHO SAN FERNANDO REY and all successors in interest to the PROPERTY for the term stated herein. This transfer is made for the benefit of the people of the County of Santa Barbara.

9. Eminent Domain. Should there be a taking of the EASEMENT AREA, or any portion thereof, under the exercise of the power of eminent domain by any agency, authority or public utility, including COUNTY, the rights conveyed hereunder to COUNTY shall terminate and automatically revert to RANCHO SAN FERNANDO REY as to the property so taken. Such reversion shall be deemed to have occurred as of the date upon which title to the property taken vests in the condemnor. As used herein, the term "taking" shall include a voluntary conveyance in lieu of formal condemnation proceedings. In such instance, COUNTY shall not be entitled to any payment from RANCHO SAN FERNANDO REY or the condemning agency.

10. Subject to Conditions of Record. This grant is subject to all rights, covenants, conditions, easements and other matters of record and shall not abrogate, impair or otherwise affect any rights persons or entities other than those RANCHO SAN FERNANDO REY may have to use the PROPERTY or EASEMENT AREA.

11. Public Access Not Authorized. This grant does not grant any right to the public or to COUNTY to enter onto the PROPERTY or the EASEMENT AREA or to conduct thereon any activity whatsoever, except as set forth in Paragraph 7(a) above.

12. Grant of Easement Only. Nothing contained herein shall be construed as a grant or other conveyance to COUNTY or any other party, including without limitation the public, of the fee simple interest in the EASEMENT AREA or the PROPERTY or any portion thereof, or a right of access or entry for any purpose other than is expressly set forth in Paragraph 7(a) above. RANCHO SAN FERNANDO REY expressly reserves to itself and its successors or assigns such fee simple interest and the right to convey to any person or entity such fee simple interest and such other rights to all or any portion of the EASEMENT AREA and the PROPERTY, subject to the rights of COUNTY herein.

13. Extinguishment of Easement. The parties agree the EASEMENT may be extinguished as follows:

a. If by reason of a natural disaster and the impossibility of the potential Vireo habitat to be restored, and if a COUNTY-qualified biologist determines the purpose of the EASEMENT cannot be accomplished due to the permanent elimination of the potential Vireo

habitat within the EASEMENT AREA, RANCHO SAN FERNANDO REY may request at a noticed public hearing before the County Board of Supervisors that COUNTY relinquish all or part of the EASEMENT.

b. Should RANCHO SAN FERNANDO REY in the future desire extinguishment of the EASEMENT, it may request that COUNTY provide, and COUNTY shall promptly provide at RANCHO SAN FERNANDO REY's expense, either: (i) a study of the potential Vireo habitat within the EASEMENT AREA, conducted according to then-standard Vireo study protocol, by a COUNTY-approved biologist; or, alternatively, (ii) review by a COUNTY-approved biologist of a study of the potential Vireo habitat within the EASEMENT AREA conducted by RANCHO SAN FERNANDO REY's biologist.

After such study and review are completed by COUNTY and RANCHO SAN FERNANDO REY, RANCHO SAN FERNANDO REY may request, at a noticed public hearing before the COUNTY Board of Supervisors, that COUNTY relinquish all or part of the EASEMENT on the basis of COUNTY's finding that the biological study demonstrates there is no longer reasonable public benefit related to protection of potential Vireo habitat within the EASEMENT AREA and no significant adverse impact on the conservation of the Vireo species will occur by such extinguishment.

IN WITNESS WHEREOF, the parties hereto have executed this GRANT OF HABITAT EASEMENT on the date indicated below:

RANCHO SAN FERNANDO REY

MICHAEL GALVIN RANCHO SAN
FERNANDO REY TRUST

By: _____

C. Michael Cooney
Trustee

Dated: February 13, 2013

REDROCK HOLDINGS, LTD., a British
Columbia Corporation

BY: _____

C. Michael Cooney, Attorney-in-Fact for
Redrock Holdings, Ltd.

Dated: February 13, 2013

SAN MARCOS HOLDINGS, LTD., a
British Columbia Corporation

By: _____

C. Michael Cooney, Attorney-in-Fact for
San Marcos Holdings, Ltd.

Dated: February 13, 2013

Dated: February 13, 2013

CANRISE CORP., a California Corporation

By: C. Michael Cooney
C. Michael Cooney, Attorney-in-Fact for
Canrise Corp.

Dated: February 13, 2013

RIDGERISE, INC., a California Corporation

By: C. Michael Cooney
C. Michael Cooney, Attorney-in-Fact
for Ridgerise, Inc.

Dated: _____, 2013

COUNTY

COUNTY OF SANTA BARBARA, a body
Corporate and Politic

By: _____

ATTEST:

CLERK OF THE BOARD
OF SUPERVISORS

By: _____
Deputy

APPROVED AS TO FORM:

Dennis A. Marshall, County Counsel

By: Dennis A. Marshall
Deputy County Counsel

Exhibit A
ADJUSTED LOT 1

Legal Description

That portion of the land, in the County of Santa Barbara, State of California, described in the deed to Ridgerise, Inc. recorded May 28, 2004 in the office of the County Recorder of said County, as Instrument No. 2004-0057423 of Official Records, described as follows:

Commencing at an angle point in the westerly line of the parcel described in the Certificate of Voluntary Merger 04-VM-11, recorded in the office of said County Recorder _____, as Instrument No. 2012-_____ of Official Records, said point being at the southerly terminus of that certain course described as having a bearing and distance of "North 09°48'30" East, 154.12 feet"; thence North 09°48'30" East, 154.12 feet; thence, leaving the boundary of said Voluntary Merger parcel and continuing along the northerly prolongation of the last-mentioned course, North 09°48'30" East, 131.91 feet; thence North 29°07'29" East, 283.29 feet; thence North 57°39'35" East, 114.68 feet; thence North 66°18'59" East, 125.72 feet; thence North 77°12'08" East, 184.79 feet; thence North 85°46'33" East, 39.40 feet to the True Point of Beginning;

Thence, 1st, South 03°42'43" East, 482.88 feet;

Thence, 2nd, North 83°09'17" East, 505.12 feet;

Thence, 3rd, South 65°31'10" East, 278.21 feet;

Thence, 4th, South 54°17'34" East, 425.61 feet;

Thence, 5th, South 21°06'04" West, 412.99 feet;

Thence, 6th, South 61°13'52" East, 605.82 feet;

Thence, 7th, South 29°16'06" East, 321.98 feet;

Thence, 8th, South 02°52'07" West, 107.08 feet;

Thence, 9th, South 29°05'07" East, 923.51 feet to a point in the southerly line of said Voluntary Merger parcel, hereinabove referenced;

Thence, along said southerly line, the following twelve (12) courses:

10th, South 89°06'00" East, 164.29 feet to the beginning of a curve concave northerly having a radius of 477.47 feet;

11th, Easterly, along said curve, through a central angle of 11°46'40", an arc distance of 98.15 feet;

12th, North 65°56'30" East, 192.68 feet;

13th, North 32°33'00" East, 47.60 feet to the beginning of a non-tangent curve concave northwesterly, having a radius of 447.47 feet and a radial center which bears North 35°25'40" West;

14th, northeasterly along said curve, through a central angle of 37°29'20", an arc distance of 292.78 feet;

15th, North 17°05'00" East, 148.24 feet to the beginning of a curve concave southeasterly having a radius of 507.47 feet;

16th, northeasterly, along said curve, through a central angle of 24°25'50", an arc distance of 216.38 feet;

17th, North 56°08'30" East, 306.84 feet;

18th, North 26°15'45" East, 27.61 feet;

19th, North 57°06'30" East, 636.89 feet;

20th, South, 71.46 feet;

21st, North 57°06'30" East, 54.27 feet to the southeast corner of said Voluntary Merger parcel;

Thence, 22nd, along the easterly line of said parcel, NORTH, 477.43 feet to the northeast corner of said parcel;

Thence, 23rd, leaving said boundary and continuing along the northerly prolongation of the last-mentioned course, NORTH, 185.25 feet;

Thence, 24th, North 79°43'36" West, 143.03 feet;

Thence, 25th, North 63°50'31" West, 238.48 feet;

Thence, 26th, North 82°29'43" West, 151.65 feet;

Thence, 27th, North 74°06'51" West, 219.60 feet;

Thence, 28th, North 54°18'21" West, 239.06 feet;

Thence, 29th, North 64°14'37" West, 77.00 feet;

Thence, 30th, South 85°11'56" West, 193.44 feet;

Thence, 31st, South 88°07'44" West, 174.73 feet;

Thence, 32nd, North 83°21'23" West, 109.30 feet;

Thence, 33rd, North 78°36'30" West, 441.17 feet;

Thence, 34th, North 75°58'48" West, 293.21 feet;

Thence, 35th, North 81°27'26" West, 176.05 feet;

Thence, 36th, North 57°54'27" West, 273.00 feet;

Thence, 37th, North 63°23'46" West, 110.40 feet;

Thence, 38th, North 75°18'37" West, 103.99 feet;

Thence, 39th, North 79°07'08" West, 323.18 feet;

Thence, 40th, South 87°44'05" West, 451.46 feet to a point which bears North 85°46'33" East from the True Point of Beginning;

Thence, 41st, South 85°46'33" West, 197.30 feet to the True Point of Beginning.

Containing 105.06 acres, more or less.

Prepared by:
Kenneth S. Hughes
PLS 6170
License expiration
date: 3/31/14



Exhibit A
ADJUSTED LOT 2

Legal Description

That portion of the land, in the County of Santa Barbara, State of California, described in the deed to Ridgerise, Inc. recorded May 28, 2004 in the office of the County Recorder of said County, as Instrument No. 2004-0057423 of Official Records, described as follows:

Beginning at the southwest corner of the parcel described in the Certificate of Voluntary Merger 04-VM-11, recorded in the office of said County Recorder , as Instrument No. 2012- of Official Records

Thence, along the westerly boundary of said parcel the following seven (7) courses:

1st, North 39°04'15" East, 731.81 feet;

2nd, North 34°18'45" West, 936.43 feet;

3rd, South 86°13'15" West, 488.42 feet;

4th, North 32°39'30" East, 179.08 feet;

5th, North 54°42'10" East, 319.71 feet;

6th, North 14°14'50" East, 269.98 feet;

7th, North 09°48'30" East, 154.12 feet to an angle point in said westerly line;

Thence, 8th, leaving the boundary of said Voluntary Merger parcel and continuing along the northerly prolongation of the last-mentioned course, North 09°48'30" East, 131.91 feet;

Thence, 9th, North 29°07'29" East, 283.29 feet;

Thence, 10th, North 57°39'35" East, 114.68 feet;

Thence, 11th, North 66°18'59" East, 125.72 feet;

Thence, 12th, North 77°12'08" East, 184.79 feet;

Thence, 13th, North 85°46'33" East, 39.40 feet;

Thence, 14th, South 03°42'43" East, 482.88 feet;

Thence, 15th, North 83°09'17" East, 505.12 feet;

Thence, 16th, South 65°31'10" East, 278.21 feet;

Thence, 17th, South 54°17'34" East, 425.61 feet;

Thence, 18th, South 21°06'04" West, 412.99 feet;

Thence, 19th, South 61°13'52" East, 605.82 feet;

Thence, 20th, South 29°16'06" East, 321.98 feet;

Thence, 21st, South 02°52'07" West, 107.08 feet;

Thence, 22nd, South 29°05'07" East, 923.51 feet to the southerly line of the hereinabove referenced Voluntary Merger parcel;

Thence, along said southerly line the following three (3) courses:

23rd, North 89°06'00" West, 64.83 feet to the beginning of a curve concave southeasterly having a radius of 477.47 feet;

24th, Southwesterly, along said curve, through a central angle of 68°13'29", an arc distance of 568.55 feet;

25th, North 80°17'10" West, 2,120.59 feet to the point of beginning.

Containing 107.49 acres, more or less.

Prepared by:
Kenneth S. Hughes
PLS 6170
License expiration
date: 3/31/14



Exhibit B

Legal Description

That portion of the land, in the County of Santa Barbara, State of California, described in the deed to Ridgerise, Inc. recorded May 28, 2004 in the office of the County Recorder of said County, as Instrument No. 2004-0057423 of Official Records, described as follows:

Beginning at the most southerly corner of the parcel described in the Certificate of Voluntary Merger 04-VM-11, recorded in the office of said County Recorder , as Instrument No. 2012- of Official Records;

Beginning at a point, said point being the POINT OF BEGINNING;

Thence, 1st, North 16°03'50" East, leaving the most southerly of said land described in 04-VM-11, 372.33 feet;

Thence, 2nd, North 34°39'07" East, 243.91 feet;

Thence, 3rd, North 16°33'03" East, 122.00 feet;

Thence, 4th, North 26°14'21" West, 118.79 feet;

Thence, 5th, North 36°48'07" West, 142.11 feet;

Thence, 6th, North 74°34'05" West, 40.17 feet;

Thence, 7th, South 83°52'43" West, 78.44 feet;

Thence, 8th, South 52°15'16" West, 61.61 feet;

Thence, 9th, South 32°59'48" West, 270.76 feet;

Thence, 10th, South 48°41'07" West, 215.80 feet;

Thence, 11th, South 60°08'30" West, 251.73 feet;

Thence, 12th, South 78°12'13" West, 197.66 feet;

Thence, 13th, North 59°38'02" West, 164.82 feet;

Thence, 14th, North 43°25'08" West, 375.63 feet;

Thence, 15th, North 62°19'01" West, 60.93 feet;

Thence, 16th, North 69°38'31" West, 209.01 feet;

Thence, 17th, North 52°12'29" West, 174.10 feet;

Thence, 18th, North 27°11'19" West, 251.28 feet;



Thence, 19th, North 37°35'27" West, 604.99 feet;

Thence, 20th, North 46°41'58" West, 48.22 feet to the intersection with the southwesterly line of the land described in 04-VM-11 hereinabove referenced; thence, along the boundary of said 04-VM-11 the following four courses:

Thence, 21st, North 33°16'02" West, 121.94 feet;

Thence, 22nd, South 87°15'58" West, 488.42 feet;

Thence, 23rd, North 33°42'13" East, 179.08 feet;

Thence, 24th, North 55°44'53" East, 180.29 feet;

Thence, 25th, South 88°04'05" East, leaving the boundary of land described in said 04-VM-11, 230.29 feet;

Thence, 26th, South 66°23'27" East, 232.66 feet;

Thence, 27th, South 46°41'58" East, 125.72 feet;

Thence, 28th, South 37°35'27" East, 649.37 feet;

Thence, 29th, South 27°11'19" East, 217.26 feet;

Thence, 30th, South 52°12'29" East, 76.55 feet;

Thence, 31st, South 69°38'31" East, 185.79 feet;

Thence, 32nd, South 62°19'01" East, 120.84 feet;

Thence, 33rd, South 43°25'08" East, 381.87 feet;

Thence, 34th, South 59°38'02" East, 27.55 feet;

Thence, 35th, North 78°12'13" East, 56.11 feet;

Thence, 36th, North 60°08'30" East, 184.33 feet;

Thence, 37th, North 48°41'07" East, 153.89 feet;

Thence, 38th, North 32°59'48" East, 279.05 feet;

Thence, 39th, North 52°15'16" East, 179.36 feet;

Thence, 40th, North 83°52'43" East, 201.56 feet;

Thence, 41st, South 74°34'05" East, 178.59 feet;

Thence, 42nd, South 36°48'07" East, 255.08 feet;



Thence, 43rd, South 26°14'21" East, 259.90 feet;

Thence, 44th, South 23°23'07" East, 210.67 feet;

Thence, 45th, South 35°05'04" East, 242.13 feet to the intersection with the centerline of Paradise Road as described in said 04-VM-11 being a point of curve of a nontangent curve concave to the north, of which the radius point lies North 09°49'57" West, a distance of 477.47 feet;

Thence, continuing along the centerline of Paradise Road as described in said 04-VM-11 the following courses and distances:

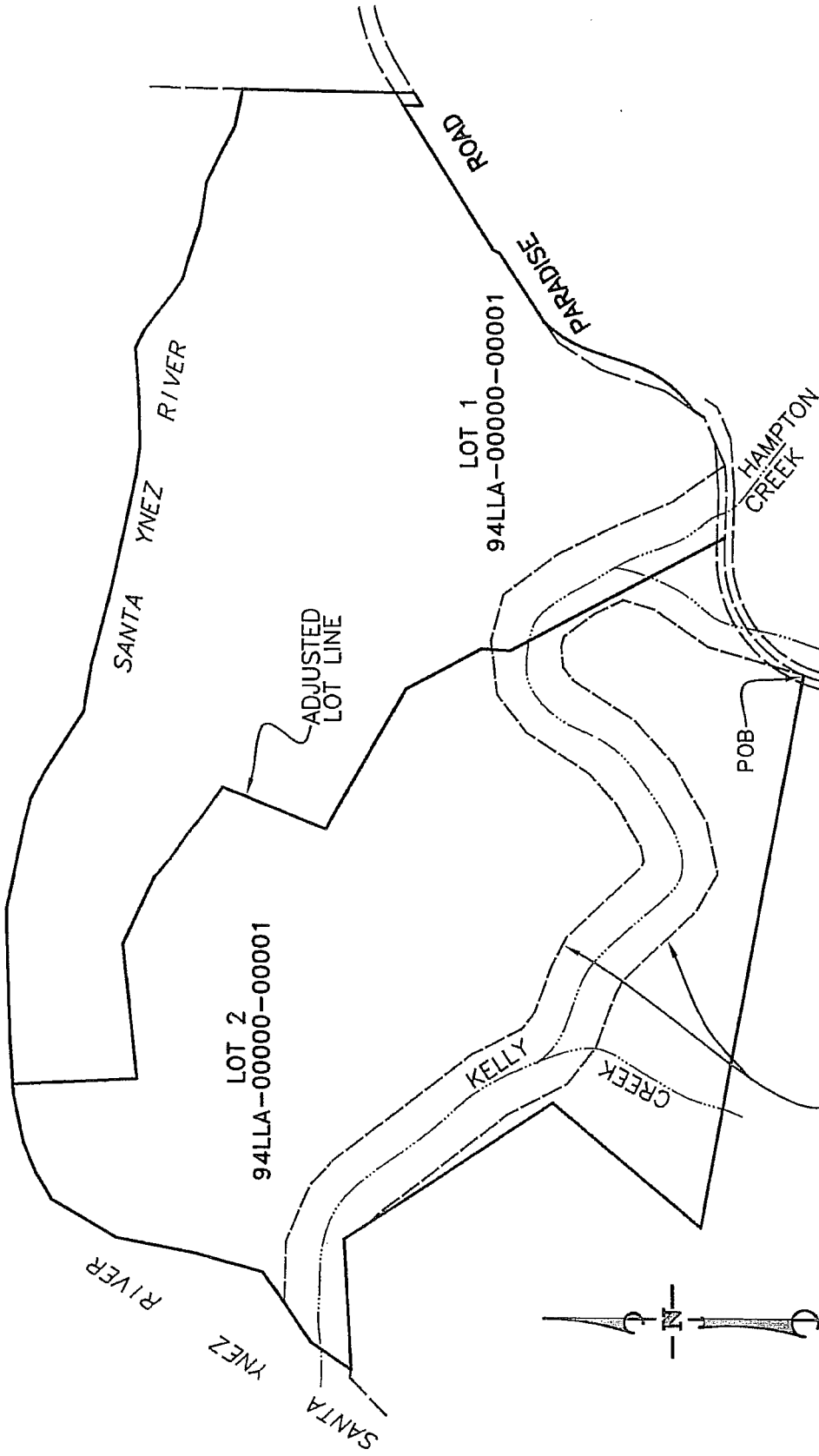
Thence, 46th, westerly along the arc, through a central angle of 11°46'40", a distance of 98.15 feet;

Thence, 47th, North 88°03'17" West, 229.12 feet to the beginning of a curve concave southeasterly having a radius of 477.47 feet;

Thence, 48th, westerly and southwesterly, along said curve, through a central angle of 68°13'29", an arc distance of 568.54 feet to the POINT OF BEGINNING.



Kenneth J. Wilson
9-13-12



HABITAT EASEMENT TO THE COUNTY OF SANTA BARBARA PER
INSTRUMENT NO. 2012-____ O.R. TO BE
RECORDED CONCURRENTLY WITH THIS LOT LINE ADJUSTMENT

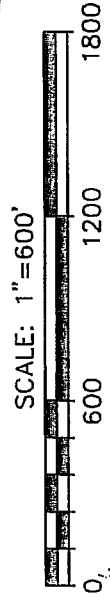
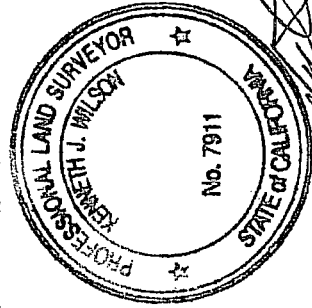


EXHIBIT B

Penfield & Smith
Engineering • Surveying • Planning
• Construction Management •

111 East Victoria Street, Santa Barbara, CA 93101
Phone: (805) 963-9532 Fax: (805) 966-9801



**94LLA-00000-00001
HABITAT EASEMENT
RANCHO SAN FERNANDO REY**

COUNTY OF SANTA BARBARA
STATE OF CALIFORNIA

Kenneth J. Wilson
9-13-12

SEPTEMBER 13, 2012

HABITAT ESMT.dwg

W.O. 11769.01

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Barbara

On February 13, 2013 before me, JANICE E. BOUSLOUGH, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared P. MICHAEL COONEY
Name(s) of Signer(s)

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

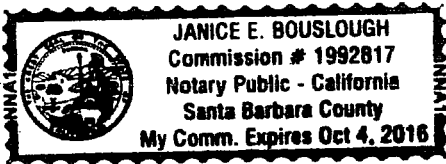
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

JANICE E. BOUSLOUGH
Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: GRANT OF HABITAT EASEMENT

Document Date: FEB. 2013 Number of Pages: _____

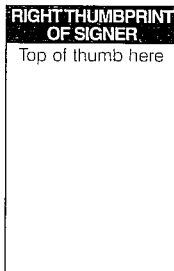
Signer(s) Other Than Named Above: COUNTY

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

