

STANDARD AGREEMENT

Std. 2 (Grant - Rev 08/08)

AGREEMENT NUMBER 11-029	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 95-6002833	

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY State Coastal Conservancy	, hereafter called the Conservancy, and
GRANTEE'S NAME County of Santa Barbara		, hereafter called the Grantee.



The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:


SCOPE OF AGREEMENT

Pursuant to Chapter 6 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the County of Santa Barbara ("the grantee") a sum not to exceed \$1,306,000 (one million three hundred six thousand dollars), subject to the terms and conditions of this agreement. The grantee shall use these funds to acquire real property ("the real property") commonly known as the "Paradise Beach II" or "Tognazzini" property, located in the County of Santa Barbara, State of California (County Assessor's Parcel No. 113-160-004), and described in Exhibit A, which is incorporated by reference and attached.

(Continued on following pages)

The provisions on the following pages constitute a part of this agreement. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	GRANTEE
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) County of Santa Barbara
BY (Authorized Signature) 	BY (Authorized Signature)  SEE ATTACHED SIGNATURE PAGE
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS & PHONE NUMBER 1330 Broadway, 13th Floor Oakland, CA 94612 Phone: (510)286-1015	ADDRESS General Services Department 1105 Santa Barbara Street, 2nd Floor Santa Barbara, CA 93101 Phone: (805)568-3078

AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,306,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay/ Other Capital Outlay	FUND TITLE Safe Neighborhood Parks.../ Wildlife, Coast.../ Safe Drinking...	I certify that this agreement is exempt from Department of General Services' approval. Erlinda Corpuz Contracts Manager	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	(OPTIONAL USE) Paradise Beach II - Tognazzini Acquisition			
	ITEM	CHAPTER		
	STATUTE	FISCAL YEAR		
	3760-301-0005(1)(H) = \$909,000.00 Reap. by Ch. 712	171	2007	07/08
	3760-804-0786(D)(2)(Cat 11) = \$27,000.00	70/88	1988	88/89
	3760-301-6051(1)(E) = \$370,000.00 Reap. by Ch. 33/11	268	2008	08/09
TOTAL AMOUNT ENCUMBERED TO DATE \$1,306,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) Resource Enhancement			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
SIGNATURE OF ACCOUNTING OFFICER 			DATE	

- GRANTEE
 ACCOUNTING
 PROJECT MANAGER
 CONTROLLER
 STATE AGENCY

Project: Tognazzini Acquisition
Folio: 003626
APN: 113-160-004
Agent: rc

IN WITNESS WHEREOF, GRANTEE has executed this Standard Agreement as set forth below to be effective on the date executed by AGENCY (California State Coastal Conservancy).

"GRANTEE"
COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

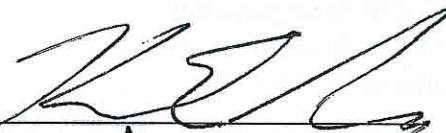
By: _____
Chair, Board of Supervisors

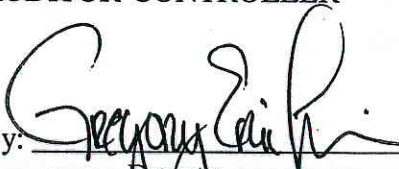
By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

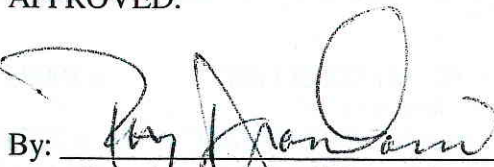
By: 
Kevin E. Ready, Sr.
Senior Deputy County Counsel

By: 
Deputy
Adv. Acctg.

APPROVED:

APPROVED:

By: 
Ronn Carlentine, SR/WA
Real Property Manager

By: 
Ray Aronatoro, ARM, AIC
Risk Manager

SCOPE OF AGREEMENT (Continued)

The real property is being acquired for purposes of protection and restoration of habitat and open space; public access where appropriate; “the acquisition purposes.”

The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the acquisition of the real property.

CONDITIONS PRECEDENT TO ACQUISITION AND DISBURSEMENT

The grantee shall not acquire the real property and the Conservancy shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The Board of Supervisors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“the Executive Officer”) has reviewed and approved in writing:
 - a. All title and acquisition documents pertaining to acquisition of the real property, including, without limitation, an appraisal, a preliminary title report, agreement for purchase and sale, conservation easement in favor of the Land Conservancy of San Luis Obispo County, access agreement, escrow instructions, environmental documentation or hazardous materials assessment, baseline conditions report, monitoring program, and intended instruments of conveyance.
 - b. A plan for the installation of signs on the real property as provided in the “SIGNS” section, below.
 - c. A signed and acknowledged deed restriction, or other instrument approved by the Executive Officer, that serves to permanently dedicate the property for the acquisition purposes. This instrument shall be recorded concurrently with the instrument conveying title to the real property to the grantee.
 - d. A baseline report identifying the conditions and circumstances of the real property as relevant to the acquisition purposes as of the date of acquisition.
 - e. A monitoring and reporting program, that, at a minimum, details a monitoring protocol, and requires the grantee to inspect and document the condition and circumstances of the real property every five years in order to demonstrate ongoing compliance with the acquisition purposes and to submit a monitoring report to the Conservancy.

CONDITIONS PRECEDENT TO ACQUISITION AND DISBURSEMENT (Continued)

3. The purchase price of any interest in land purchased under this agreement may not exceed fair market value as established by the approved appraisal.

ADDITIONAL GRANT CONDITIONS

The grantee shall also meet the following conditions:

1. On request of the Conservancy, the grantee shall permit alignment, designation or development of a segment of the California Coastal Trail on the real property and, through an instrument acceptable to the Executive Officer, shall permanently dedicate the necessary portion of the real property for use as a segment of the California Coastal Trail, as aligned.
2. The grantee shall manage the property as part of its Point Sal Reserve Management Area and in a manner consistent with the Point Sal Reserve Management Plan (as amended and updated), and coordinate management of the property with The Dunes Collaborative ensuring that management of the property is consistent with management of the greater Nipomo-Guadalupe Dunes public landholdings.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO ACQUISITION AND DISBURSEMENT" have been fully met, the Conservancy shall disburse funds, not to exceed the amount of this grant, as follows:

The purchase price, plus closing costs consisting of escrow, recording and title insurance fees, to the extent not included in the purchase price, shall be disbursed directly into an escrow account established for the acquisition.

The grantee shall request disbursement for the acquisition by sending a letter to the Conservancy. The grantee shall include in the letter the name and address of the grantee, the number of this agreement, the date, the amount to be disbursed, and a description of the items for which disbursement is requested. Additionally, the letter shall include the name, address and telephone number of the title company or escrow holder and the escrow account number to which the funds will be disbursed. The letter shall be signed by an authorized representative of the grantee. Failure to send the required letter will relieve the Conservancy of its obligation to disburse funds.

TERM OF AGREEMENT

This agreement shall be deemed executed and effective when signed by both parties and received in the offices of the Conservancy together with the resolution described in "CONDITIONS PRECEDENT TO ACQUISITION AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

The term of this agreement shall run from its effective date through March 25, 2031.

COMPLETION DATE

The grantee shall complete acquisition of the real property no later than March 25, 2012 ("the completion date").

Prior to the close of escrow for the acquisition or the completion date, whichever date is earlier, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

If the Conservancy terminates prior to the completion date, the grantee shall take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate, but only up to the unpaid balance of funding authorized in this agreement.

AUTHORIZATION

The signature of the Executive Officer on the first page of this agreement certifies that at its April 1, 2010 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

ESSENTIAL PROVISIONS OF DEED RESTRICTIONS

The deed restriction by which the grantee permanently dedicates the property for public or conservation purposes shall include the following essential provisions:

1. The real property was acquired by the grantee with a grant of funds from the State Coastal Conservancy, an agency of the State of California, for the purpose of protection and restoration of habitat and open space; public access where appropriate; and no use of the real property inconsistent with that purpose is permitted.

Mitigation. Without the written permission of the Executive Officer, the grantee shall not use or allow the use of any portion of the real property for mitigation (in other words, to compensate for adverse changes to the environment elsewhere). In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy.

2. The real property (including any portion of it or any interest in it) may not be used as security for any debt without the written approval of the State of California, acting through the Executive Officer of the Conservancy, or its successor.
3. The real property (including any portion of it or any interest in it) may not be transferred without the approval of the State of California, through the Executive Officer of the Conservancy, or its successor.
4. The grantee is obligated to use, manage, operate and maintain the real property as described in the "USE, MANAGEMENT, OPERATION AND MAINTENANCE" section of California State Coastal Conservancy Grant Agreement No. 11-029, as it may be amended from time to time.
5. The Conservancy shall have reasonable access to the real property to monitor compliance with the essential provisions stated above.
6. If the existence of the grantee ceases for any reason or if any of the essential provisions stated above are violated, all of the grantee's right, title and interest in the real property shall automatically vest in the State of California for the benefit of the Conservancy or its successor, upon acceptance of the real property and approval of the State Public Works Board. However, the State, through the Executive Officer of the Conservancy, or its successor, may designate another public agency or a nonprofit organization to accept the right, title and interest, in which case vesting shall be in that agency or organization rather than in the State.

ESSENTIAL PROVISIONS OF DEED RESTRICTIONS (Continued)

7. The grantee shall promptly notify the Conservancy of any eminent domain (public taking) proceeding affecting the real property, or any portion of it, and shall continuously provide the Conservancy with copies of all relevant documents. If the grantee receives any "just compensation" payment as a result of the proceeding, whether by agreement of the parties or by court order, then the grantee shall promptly pay to the Conservancy a share of the proceeds proportionate to the Conservancy's contribution towards the purchase price of the real property.
8. The instrument shall run with the land.

SIGNS

The grantee shall install and maintain one or more signs visible from the nearest public roadway identifying the real property, acknowledging Conservancy assistance and displaying the Conservancy's logo and directing the public to the real property. The Conservancy shall provide to the grantee specifications for the signs. The signs shall also acknowledge funding from the Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (Proposition 12), as required by the California Resources Agency's "Sign Guidelines," attached as Exhibit C. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. In addition to signs acknowledging Conservancy assistance, the grantee shall install and maintain California Coastal Trail emblems on the real property and on all other real property interests controlled, maintained or managed by the grantee that are deemed by the Conservancy to be existing segments of the California Coastal Trail. Emblem locations shall be determined by the grantee in consultation with the Conservancy. The grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method.

USE, MANAGEMENT, OPERATION AND MAINTENANCE

The grantee shall use, monitor, manage, operate and maintain the real property in a manner consistent with the acquisition purposes. The grantee further assumes all monitoring, management, operation and maintenance costs associated with the real property, including the cost of ordinary repairs and replacements of a recurring nature, and costs of enforcement of regulations. The Conservancy shall not be liable for any costs of monitoring, management, operation or maintenance. The grantee shall refrain from developing or otherwise using any other property it owns or controls near the real property in a manner that interferes with or inconveniences the use, management, operation or maintenance of the real property or detracts

USE, MANAGEMENT, OPERATION AND MAINTENANCE (Continued)

from the acquisition purposes. The grantee may be excused from its obligations for management, operation and maintenance only upon the written approval of the Executive Officer of the Conservancy or its successor.

Mitigation. Without the written permission of the Executive Officer, the grantee shall not use or allow the use of any portion of the real property for mitigation (in other words, to compensate for adverse changes to the environment elsewhere). In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy.

INSPECTION

Throughout the term of this agreement, the Conservancy shall have the right to inspect the real property to ascertain compliance with this agreement.

LIABILITY

The grantee shall be responsible for, indemnify and save harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs, including, without limitation litigation costs and attorneys fees resulting from, growing out of, or in any way connected with or incident to this agreement, except for active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and save harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes the grantee's right as a public entity to indemnity (see Gov. Code Section 895.2) and contribution (see Gov. Code Section 895.6) as set forth in Gov. Code Section 895.4.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the acquisition, use, management, operation and maintenance of the real property and the revenues derived from the real property.

AUDITS/ACCOUNTING/RECORDS (Continued)

The grantee shall maintain adequate supporting records in a manner that permits tracing of transactions from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the records related to the acquisition for three years following the date of final disbursement for the acquisition by the Conservancy. All other records shall be retained by the grantee for three years following the later of final payment and the final year to which the records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

NONDISCRIMINATION CLAUSE

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40) or sexual orientation (Government Code section 12940). The grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code section 11135, the grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation,

NONDISCRIMINATION CLAUSE (Continued)

color, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

This agreement is funded in whole or in part with funds from the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006" ("Proposition 84"). Section 75075 of the Public Resources Code imposes on a body awarding any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a "labor compliance program" under Labor Code section 1771.5(b). The grantee shall review these statutory provisions and related provisions and regulations to determine its responsibilities.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ASSIGNMENT

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

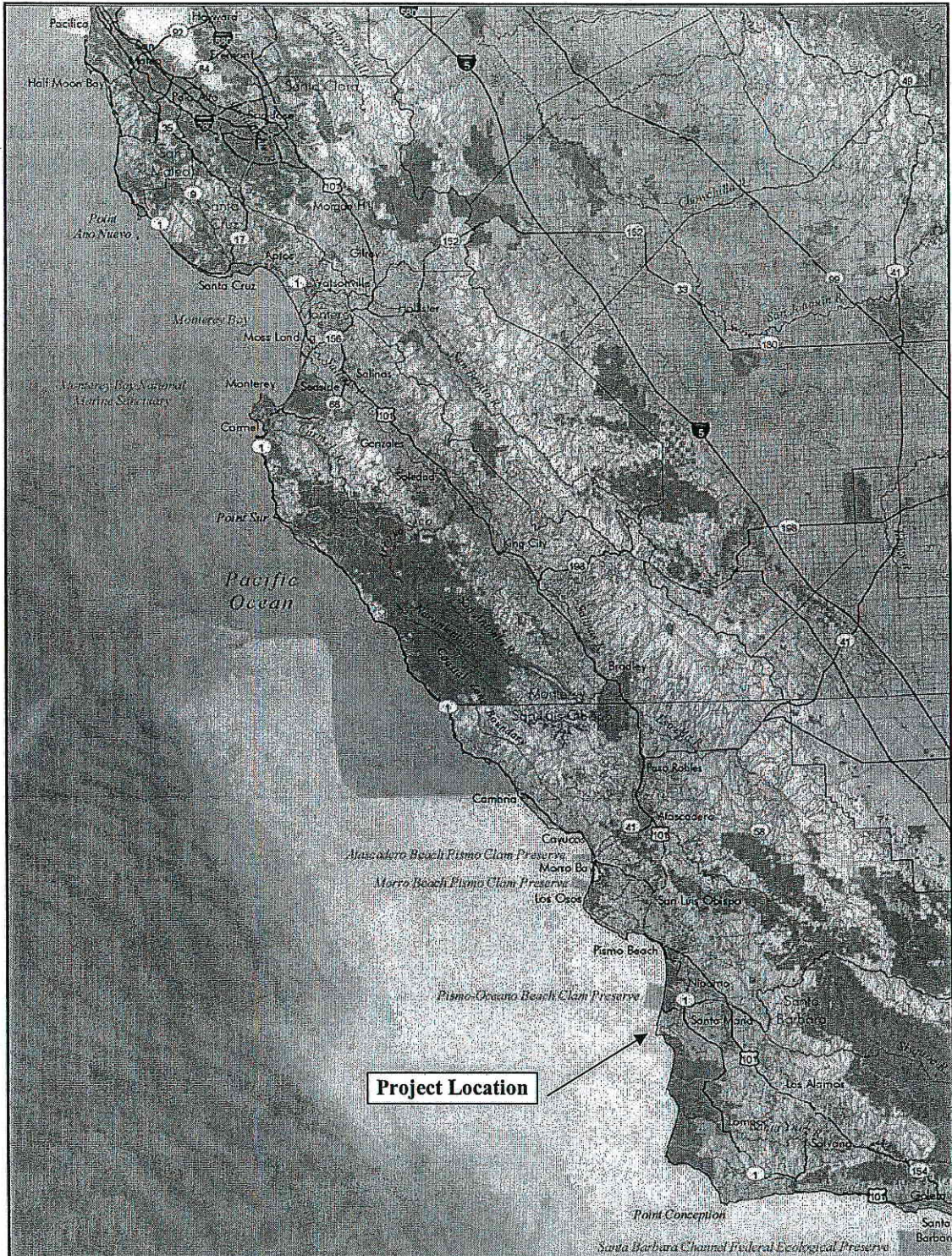
AMENDMENT

No change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

This agreement is deemed to be entered into in the County of Alameda.

Exhibit 1: Project Location Map



COASTAL CONSERVANCY

Staff Recommendation

April 1, 2010

PARADISE BEACH ACQUISITION

File No. 10-001-01

Project Manager: Rachel Couch

RECOMMENDED ACTION: Consideration and possible Conservancy authorization to disburse \$1.2 million from the National Oceanic and Atmospheric Administration of the United States Department of Commerce and \$1,136,000 to the County of Santa Barbara for the acquisition of the Paradise Beach property, Point Sal, northern Santa Barbara County.

LOCATION: North of Point Sal, at the southern end of the Guadalupe-Nipomo Dunes complex, northern Santa Barbara County.

PROGRAM CATEGORY: Resource Enhancement

EXHIBITS

Exhibit 1: Project Location Map

Exhibit 2: Project Site Map

Exhibit 3: Project Letters

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31251-31270 of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes disbursement to the County of Santa Barbara (“the County”) of an amount of up to one million two hundred thousand dollars (\$1,200,000) from the United States Department of Commerce, National Oceanic and Atmospheric Administration, (“NOAA”) Coastal Estuarine Land Conservation Program (“CELCP”) and an additional amount of up to one million one hundred thirty-six thousand dollars (\$1,136,000) for the acquisition of the 172-acre Paradise Beach II property, (Santa Barbara County Assessor Parcel Number 113-160-004), as shown in Exhibit 2 to the accompanying staff recommendation. This authorization is subject to the following conditions.

1. Prior to the disbursement of any Conservancy funds for acquisition, the County shall submit for review and approval by the Executive Officer of the Conservancy (“the Executive Officer”) all relevant acquisition documents, including, but not limited to the appraisal,

agreement of purchase and sale, escrow instructions, and documents of title, and a signing plan.

2. The County shall pay no more than fair market value for the Paradise Beach Property, as established in an appraisal approved by the Executive Officer.
3. The County shall acknowledge Conservancy funding by erecting and maintaining signs on the property that have been reviewed and approved by the Executive Officer.
4. The County shall permanently dedicate the property for the purpose of protecting, restoring and enhancing habitat and open space, and providing public access where appropriate, pursuant to Public Resources Code Section 31116(b).
5. The County shall manage the property as part of its Point Sal Reserve Management Area and consistent with the Point Sal Reserve Management Plan (as amended and updated), and coordinate management of the property with The Dunes Collaborative ensuring that management of the property is consistent with management of the greater Nipomo-Guadalupe Dunes public landholdings.
6. The County and its successors-in-interest shall participate in the development of the California Coastal Trail on the property and, through an instrument acceptable to the Executive Officer, shall permanently dedicate the necessary portion of the property for such use, after which the County shall install and maintain signs identifying the California Coastal Trail, which design, number, and placement of the signs shall be approved by the Executive Officer.”

Staff further recommends that the Conservancy adopt the following findings:

“Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed project is consistent with the Project Selection Criteria and Guidelines, last updated by the Conservancy on June 4, 2009.
2. The proposed authorization is consistent with the purposes and objectives of Chapter 6 of Division 21 of the Public Resources Code, regarding the enhancement of coastal resources.
3. The area in which the Paradise Beach II Property is located has been identified in the certified local coastal program for Santa Barbara County as requiring public action to resolve existing or potential resource protection problems.”

PROJECT SUMMARY:

The proposed authorization would enable Santa Barbara County to acquire the 172-acre Paradise Beach II property (also known as the “Tognazzini parcel”) for conservation of open space, dune, coastal dune scrub, sage scrub, chaparral, and willow riparian habitats and public access. Of the \$2,336,000 requested, \$1.2 million would be provided by a grant from the National Oceanic Atmospheric Administration’s (“NOAA”) Coastal Estuarine and Land Conservation Program (“CECLP”). The remaining \$1,136,000 of Conservancy funds would provide the required non-federal match to the CELCP grant and would complete the necessary acquisition funding package.

The 1991 Point Sal Reserve Management Plan, funded by the Conservancy, identified critical biological and archaeological resources and balanced protection of the region's biological, ecological, cultural, scenic and open space values, with educational and recreational opportunities. The plan includes recommendations for public acquisitions, including the Paradise Beach II property.

The Paradise Beach II property is the last unprotected parcel remaining in the approximately 800-acre Point Sal Management Area. The Dunes Collaborative found the Paradise Beach II property to be "one of the highest priorities for conservation efforts in the entire Dunes Complex" given the unprotected status of the property's coastal frontage and its biodiversity, cultural and geologic significance. (See letter of support in Exhibit 3).

The most significant features of this property include approximately one mile of the white, sandy Paradise Beach, a marine mammal haul out area, intact coastal dune scrub vegetation, and unique freshwater seeps.

As detailed in the Point Sal Reserve Management Plan, the larger Point Sal Reserve Management Area, including the Paradise Beach II Property, is regionally unsurpassed in terms of the diversity and integrity of its natural and cultural resources. Several of the area's plant communities are designated as "environmentally sensitive" in the Conservation Element of the Santa Barbara County Local Coastal Plan and Comprehensive Plan ("LCP"), and the area has been designated an "Area of Critical Environmental Concern" by the Bureau of Land Management.

The County of Santa Barbara is a member of The Dunes Collaborative, a coalition of all public landowners and nonprofit organizations working within the larger Nipomo-Guadalupe Dunes Complex. The County will manage the Paradise Beach II property along with its other Point Sal and Dunes holdings as part of the larger Dunes Complex.

Site Description: The Paradise Beach II property comprises 172 acres within the approximately 800-acre Point Sal Reserve Management Area. It is bordered to the north and to the east by the privately-held Corralitos Ranch, to the south by County-owned parcels, and to the west by Paradise Beach and the Pacific Ocean. Vandenberg Air Force Base lies to the immediate south of the Reserve (Exhibit 2).

Just inland of the approximately one mile long white, sandy Paradise Beach, the sandy upland bluffs contain unique freshwater seeps supporting willow habitat. Further inland, coastal dune scrub gives way to central maritime chaparral and central coastal sage scrub communities and willow riparian forest. In the middle of the property, a freshwater dune pond is framed by a eucalyptus grove that serves as an overwintering site for Monarch butterflies. The Point Sal Reserve Management Plan also identifies a wildlife dispersal corridor that crosses the inland portion of the property providing a connection between habitats in the Reserve.

Dirt roads and trails on the property are accessed via a dirt road from Brown Road. The current owners have continuously owned the property since the homestead era of the 1870's. A historic cabin on the property existed until the 1970's when it burned and was not replaced, although its foundation remains. Today the family uses the property for camping, family reunions, and occasional hunting. The property is zoned for agriculture (320-acre minimum) and agriculturally-related uses (including a primary residence and guesthouse). There is no known historical use of

the property for farming, the land is largely unsuitable for sustained grazing, and there are no permanent structures on the property.

Views from the property include expansive vistas of the Pacific Ocean, Mussel Rock, the surrounding hillsides, and range from Point San Luis to the north, to Point Sal and beyond to the south.

Point Sal lies in the Coast Ranges Geomorphic Province and contains some of the oldest rocks (Jurassic period) reported to be exposed on the Central Coast. They are believed to have originated during sea floor spreading when plate tectonic movement brought this piece of ocean plate to the edge of the continent. Point Sal is thus a well-preserved record of the birth of ocean plate material. The rugged shoreline of Point Sal was formed by a combination of erosional forces such as waves, landslides and slumps. Sand dunes, formed by beach sand being blown inland by strong onshore winds, comprise much of the northwest area north of Point Sal Ridge.

Point Sal's location has given rise to an area uniquely rich in plant species. A total of fourteen plant communities were identified within the reserve management area including central maritime chaparral, designated as "regionally restricted" in the LCP; and central dune scrub; needlegrass grassland; active coastal dunes, designated as "environmentally sensitive". The Point Sal Reserve Management Plan notes an unusually high percentage of native flora per area (84% of the 323 species), and the presence of eighteen endemic species. This species richness is due to several factors. The region contains unique ridge soils derived from Franciscan volcanics, which are also found on the Channel Islands, making Point Sal floristically more similar to the offshore islands than any other mainland location. The region also contains ancient dunes soils which support Maritime Chaparral (an unusual assemblage of species that includes several endemic species). In addition to ancient sands, active, modern sand dunes occur along the coast, with their characteristic suite of species. Furthermore, the region is situated where biogeographic provinces overlap and where species characteristic of both central and southern California coexist. Thirty two species reach their southernmost distributional limits and six reach their northernmost distributional limits in this region.

Similarly, the region is a transitional zone for both marine and terrestrial biota. The mingling of two major ocean currents creates thermoclines and coastal upwelling which affect species distribution and abundance. For example, the Stellar sea lion and northern fur seal range extends into the area from the north, while the Guadalupe fur seal and northern elephant seal range extends into the area from the south.

The region contains six critical habitat areas according to the Local Coastal Plan (LCP): wetlands; coastal sand dunes; black-shouldered kite habitat; marine mammal hauling grounds; rocky points and intertidal areas (intertidal areas are designated as "zoologically significant" in the LCP); and seabird nesting and roosting areas. The Point Sal Reserve Management Plan states that 11 federally- or state-listed threatened or endangered species are known to inhabit Point Sal's coastal waters and shoreline; of these 11 species, eight are marine mammals (including the federally endangered southern sea otter) and three are birds (including the California least tern and the now delisted federally endangered brown pelican). The plan also states that seventeen species of special concern (one herptile, two mammal, fourteen bird) are present or likely to occur in the area. Over time, the site would provide refugia for adaptation to global climate-change for wildlife and vegetation due to its size and adjacency to over 121,000 acres of protected lands in public ownership in northwestern Santa Barbara County.

Finally, the Paradise Beach II property and region contain significant cultural resources. The Point Sal Reserve Management Plan states that some current recreational and agricultural practices are detrimental to the environmental integrity of Point Sal. According to the plan, the primary sources of habitat degradation, wildlife persecution and archaeological impacts are uncontrolled livestock grazing, off-road vehicle use, poaching (terrestrial and intertidal), and illegal use of firearms. Another concern is unregulated recreational use, which damages vegetation, disturbs wildlife, destroys habitat and results in artifact collecting.

Project History: The passage of the “California Wildlife, Coastal and Parkland Conservation Act of 1988” (Proposition 70) designated funds to both the Conservancy and the County of Santa Barbara to acquire significant natural lands in the Central Coast. In November 1989, the Santa Barbara County Board of Supervisors appointed the Land Trust for Santa Barbara County (“LTSBC”) to pursue acquisition of properties in the Point Sal area using County Proposition 70 and County Coastal Resource Enhancement Funds (“CREF”). As a first step, the LTSBC, with input from government agencies and conservation groups, prepared the Point Sal Reserve Management Plan (March 1991) using Conservancy funds. The plan designates an approximately 800-acre Point Sal Reserve Management Area that includes relatively small parcels owned by the federal Bureau of Land Management and the California Department of Parks and Recreation (State Parks) and five privately-owned parcels, including the Paradise Beach II parcel (shown as the “Tognazzini parcel” on Exhibit 2). Consistent with the plan, four of the five privately-owned parcels have been acquired by the County, most recently the adjacent 143-acre “Gagnani property”, acquired with Conservancy support in 2008. The Gagnani property is located immediately south the current property and shares Paradise Beach frontage. The Paradise Beach II property is the last privately-owned parcel within the Point Sal Reserve Management Area. The Land Conservancy for San Luis Obispo County (“LCSLO”) has played an instrumental role in facilitating these public acquisitions, including the current property.

PROJECT FINANCING:

NOAA Coastal Estuarine Land Conservation Program	\$1,200,000
Packard Foundation (Central Coast Opportunity Fund)	775,000
Coastal Conservancy	<u>1,136,000</u>
Total Project Cost	\$3,111,000

The anticipated sources of Conservancy funds for this proposed project are: \$35,000 from “California Wildlife, Coastal and Park Land Conservation Fund” (Proposition 70) funds; \$909,000 from a FY 2007 appropriation to the Conservancy of “Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000” (Proposition 12, central coast) fund; and \$192,000 from a FY 2007 appropriation to the Conservancy of “California Safe Drinking Water, Water Quality and Supply, Flood Control and Coastal Protection Bond Act of 2006” (Proposition 84) funds. The Conservancy has requested an exemption from the Department of Finance from the restriction on authorization of new bond-funded projects (Letter 09-15) to allow the Conservancy to consider for approval the Paradise Beach II acquisition project. The Proposition 12 funds for the proposed project may only be used to support Central Coast projects (Santa Cruz, Monterey, San Luis Obispo and Santa Barbara Counties); the proposed project is located in Santa Barbara County. Proposition 70 funds are designated exclusively for acquisition

of coastal dunes and wetlands in San Luis Obispo and Santa Barbara Counties; the proposed acquisition includes coastal dunes and wetlands in Santa Barbara County. The Proposition 84 funds may be used for the acquisition of fee interest in property in accordance with the Conservancy's enabling legislation, Division 21 of the Public Resources Code. The proposed acquisition is an acquisition of fee title of property for the purposes of natural resource protection and limited public access. (See the "Consistency with Conservancy Enabling Legislation" section, below). For acquisition projects that protect natural resources, Proposition 84 requires that priority be given to projects that meet specified criteria (Public Resources Code Section 75071). The proposed acquisition satisfies four of the five specified criteria:

1. **Landscape/habitat linkages:** The Paradise Beach property links with several other protected properties all of which contain important wildlife habitat. (See Exhibit 1)
2. **Properties that support relatively large areas of under-protected major habitat types:** The property exhibits outstanding natural resources, including sandy beach, rocky intertidal, dunes, coastal dune scrub, central maritime chaparral, central coastal sage scrub, and willow riparian forest.
3. **Properties that provide habitat linkages between two or more major biological regions of the state:** The property lies within the Point Sal Reserve Management Area, which is situated where the biogeographic regions of central and southern California overlap. Thirty two species reach their southernmost distributional limits and six reach their northernmost distributional limits in this region.
4. **Properties for which there is a non-state matching contribution toward the acquisition costs:** Funds in the amount of \$775,000 will be contributed by the Packard Foundation Central Coast Opportunity Fund in partnership with The Nature Conservancy ("TNC") and \$1.2 million in grant funds are awarded for the acquisition by the National Oceanic and Atmospheric Administration's Coastal Estuarine and Land Conservation Program (CELCP).

As required by Proposition 84, Conservancy staff has submitted to the Resources Agency and has posted on the Conservancy's website an explanation as to how the proposed acquisition meets the criteria of this section.

The Packard Foundation funds are designated for the Central Coast as part of the Central Coast Opportunity Fund in partnership with The Nature Conservancy, to be used for acquisitions in, among other places, the Nipomo-Guadalupe Dunes. The dunes are identified as a priority conservation area in "Conserving the Landscapes of SLO County", a report co-authored in 2000 by TNC, LCSLO and others.

The Coastal Conservancy has received notification that a \$1.2 million grant from the NOAA Coastal Estuarine and Land Conservation Program will be awarded in 2010 for acquisition of the Paradise Beach II property, upon final authorization. The Conservancy's contribution, upon approval, meets the non-federal match requirement.

CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

The proposed project would be undertaken pursuant to Chapter 6 of the Conservancy's enabling legislation, Public Resources Code Sections 31251-31270.

Consistent with Section 31251, the Conservancy may award grants to public agencies for the purpose of enhancement of coastal resources, including the cost of acquisition of certain lands within coastal resource enhancement areas. Further consistent with this section, the project will enhance the natural and scenic character of Point Sal by enabling long-term management that will direct public use away from rare plants, enhance the site's wetland and other sensitive habitats, reduce illegal hunting, and allow coordinated management of the larger Point Sal Reserve Area.

Consistent with Section 31252, protection of the proposed project area is identified as requiring action in the certified County of Santa Barbara Local Coastal Program, as described in the "Consistency with Local Coastal Program Policies" section, below.

Consistent with Section 31253, the level of Conservancy funding for this project has been determined by considering the total amount of funding available for coastal resource enhancement projects, other available fiscal resources, and the relative urgency of the project.

Consistent with Section 31260, the Conservancy may fund the costs of land acquisition as part of an approved coastal resource enhancement project.

Consistent with Public Resources Code 31104, the Conservancy is authorized to apply for and accept federal grants and receive other financial support from public sources. This authorization would allow the receipt of those federal funds for disbursement pursuant to Chapter 6 of the Conservancy's enabling legislation.

**CONSISTENCY WITH CONSERVANCY'S 2007
STRATEGIC PLAN GOAL(S) & OBJECTIVE(S):**

Consistent with **Goal 1, Objective G** of the Conservancy's 2007 Strategic Plan, the proposed project will secure real property to facilitate the development of a future two-mile link in the California Coastal Trail and inland connecting trails in northern Santa Barbara County.

Consistent with **Goal 4, Objective A**, the proposed project will protect 172 acres of significant coastal resource property. Consistent with Goal 4's statewide strategy, the proposed project will connect existing public lands to provide large, contiguous blocks, protect habitat and wildlife corridors, support a reserve management plan, and preserve scenic vistas and open space.

Consistent with **Goal 5, Objective C**, the proposed project will permanently protect biological diversity and preserve the coastal terminus of a wildlife corridor through acquisition of 172 acres of coastal habitat areas.

**CONSISTENCY WITH CONSERVANCY'S
PROJECT SELECTION CRITERIA & GUIDELINES:**

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines, last updated on June 4, 2009, in the following respects:

Required Criteria

1. **Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section above.

2. **Consistency with purposes of the funding source:** See the "Project Financing" section above.
3. **Support of the public:** There is strong support for the Paradise Beach II property acquisition project among conservation partners and representatives such as Assemblyman Sam Blakeslee, State Senator Abel Maldonado, and the County of Santa Barbara Board of Supervisors. See letters of support in Exhibits 3.
4. **Location:** The proposed project would be located within the coastal zone of the County of Santa Barbara.
5. **Need:** Conservancy authorization is needed for the County to secure bridge funding to complete the acquisition of this property until such time when the Conservancy can disburse funds to new projects. The project will support the Conservancy's mandate to conserve significant coastal resources and regionally significant property. The County of Santa Barbara has exhausted its Proposition 70 funds designated for acquisitions in the Point Sal area. The Coastal Conservancy has received preliminary notification that it will receive shortly a \$1.2 million grant from the NOAA Coastal Estuarine and Land Conservation Program for acquisition of the Paradise II property, upon final authorization. Although the Packard Foundation is allocating funding to this project, there are not enough funds to carry out the acquisition without using Conservancy funds.
6. **Greater-than-local interest:** As noted in the management plan, the Point Sal Reserve Area has great regional significance. The area is regionally unsurpassed in terms of its natural and cultural resources, and the diversity and integrity of the area's geologic formations, biotic habitats and prehistoric sites are unprecedented in mainland California. The area's dune habitats are near the southern end of the Nipomo-Guadalupe dune system, one of largest, most well-developed and intact dune system remaining on California's southern/central coastal mainland.
7. **Sea-level Rise vulnerability:** The proposed project will acquire 172 acres of coastal land in a remote region far from developed areas. The property's coastal frontage, consisting of a long beach backed by high dune terraces, will act as a natural buffer to sea-level rise for the inland portions of the property. Existing informal trails along the dune terrace may become vulnerable to sea level rise and may need to be relocated inland.

Additional Criteria

8. **Urgency:** The Paradise Beach II property is the last remaining privately-owned parcel recommended for public acquisition in the Point Sal Reserve Management Plan Area. This is the first time that the property has been offered for sale since the 1870's. While the owners prefer to sell to a conservation buyer for conservation purposes, they have indicated a willingness to consider other buyers.
10. **Leverage:** See the "Project Financing" section above.
11. **Readiness:** The County of Santa Barbara stands ready to take title to the property.
12. **Realization of prior Conservancy goals:** In 2008, the Conservancy authorized funds to acquire the adjacent property formerly owned by the Gragnani family. This 143-acre property comprises the southernmost extent of Paradise Beach. The proposed acquisition of the Paradise II property also lies within the Point Sal Reserve Management Area, along with

three other properties previously acquired by the County with Conservancy and LCSLO assistance. See "Project History" above.

13. **Cooperation:** The proposed acquisition is supported by the region's dune habitat stakeholders and public landowners. The County will manage the property consistent with the Point Sal Reserve Management Plan recommendations, in cooperation with all stakeholders through the Dunes Collaborative.
14. **Minimization of Greenhouse Gas Emissions:** The proposed project will ensure protection of 172 acres of habitat, which may offer a benefit for stabilization of the atmosphere, as compared with alternative uses of the property (agricultural, grazing or residential uses). Development and activity on the property will be limited to habitat enhancement and public access. Measures to avoid or minimize greenhouse gas emissions will be incorporated to the extent feasible and consistent with the long-term objectives of the acquisition, to restore and enhance the ecological values of the property and to provide compatible public access.
15. **Vulnerability from climate change impacts other than sea-level rise:** The proposed project will permanently protect the sandy beach, rocky intertidal shoreline, coastal dune, dune scrub and willow riparian habitat on the 172-acre property. The size of the property and proximity to adjacent protected areas offer connectivity for movement and adaptation of wildlife, and over time, plant species. Vegetation management and habitat restoration objectives in the Point Sal Reserve Management Plan include measures to reduce spread of invasive species, erosion and sedimentation into riparian areas and other potential impacts that may occur as a result of greater storm activity or other climate changes. The management plan may be updated and management techniques may be adapted as additional information on vulnerability to climate change becomes available.

CONSISTENCY WITH LOCAL COASTAL PROGRAM POLICIES:

The portions of the *Santa Barbara County Coastal Plan (January 1982, amendments/updates March 1999)* (LCP) that have been certified are relevant to the proposed project, and the proposed project is consistent with these certified portions. The Point Sal Reserve Management Area, of which the proposed project is a part, contains environmentally sensitive habitat areas as designated in the LCP. Section 3.9 of the LCP addresses environmentally sensitive habitat areas, and Section 3.9.5 recommends actions. Consistent with Action 3, the proposed project consists of the County pursuing additional measures to ensure long-term preservation of the habitat resources in the Point Sal area, specifically public acquisition. Consistent with Action 4, the proposed project will enable the County (or other appropriate managing entity) to post signs at appropriate locations to restrict public access into sensitive habitat areas. Consistent with Action 5, the proposed project will enable the County to encourage and support efforts to increase public understanding of significant habitat areas via educational programs, interpretive signs and displays, and specific studies.

COMPLIANCE WITH CEQA:

The Paradise Beach II acquisition project involves the fee title acquisition of real property in order to preserve it as scenic open space for public access purposes. The acquisition of the property is categorically exempt from the California Environmental Quality Act (CEQA) under

14 Cal. Code of Regulations Section 15325, which exempts transfers of ownership of interests in land in order to preserve open space and existing natural conditions. Staff will file a Notice of Exemption upon the Conservancy's approval of the project.

PROPOSITION 12 PARK BOND SIGN GUIDELINES

Authority

All projects funded by the "The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000" (2000 Parks Bond) must include a posted sign acknowledging the source of the funds following guidelines developed by the State of California Resources Agency.

Purpose

Installation of signs at all project sites is required to acknowledge the public's support of the 2000 Parks Bond and promote the benefits provided by Bond fund assistance.

Types of Signs

1) Signs Posted Upon Completion (required for all projects)

All grantees are required to post a sign at the project site. The sign must be available for the final inspection of the project. All signs must include the universal logo (see information on the logo below).

There is no minimum or maximum size for the sign (other than the minimum size for the logo) as long as the sign contains the required wording (see below).

2) Sign posted during construction (required for specific situations)

For projects funded with 2000 Parks Bond funds in excess of \$750,000 and/or those projects in areas of high visibility (such as near a major thoroughfare), a sign is required during construction.

Recommended minimum size of sign: 4.5 feet x 7.5 feet

Language for Signs

All signs will contain the minimum language below:

<p style="text-align: center;">(Description of Project)</p> <p><i>Another Project to Improve California Parks</i> (coast, trails, urban parks, watersheds, etc) <i>funded by the 2000 Parks Bond</i> (in large font)</p> <p>Optional: The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (the Villaraigosa-Keeley Act).</p> <p>Director of State Department</p> <p>John Laird, Secretary for Resources</p> <p>Edmund G. Brown, Jr., Governor</p>

The name of the director of the local agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the project.

Universal Logo

All signs will contain a universal logo (a copy is included) that will be equated with the 2000 Parks and Water Bond Acts statewide. The logo will be on a template, available through the Internet at www.resources.ca.gov/bond/. Your project officer/grants administrator can also provide the logo on disk.

- The universal logo must be mounted in an area to maximize visibility and durability.
- The logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, and other areas where these dimensions may not be appropriate.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Duration

Project signs must be in place for a lengthy period of time, preferably for a minimum of two years for all projects and four years for projects over \$750,000.

Sign Cost

The cost of the sign(s) is an eligible project cost. More permanent signage is also encouraged; e.g. bronze memorials mounted in stone at trailheads, on structures etc.

Appropriateness of Signs

For projects where the required sign may be out of place or where affected by local sign ordinances, the Project Officer/Grants Administrator in consultation with the Grantee may authorize a sign that is appropriate to the project in question. Alternate signage must be clearly recognizable as a 2000 Parks/Water Bond project.

Exclusions

Archaeological sites are excluded from the sign requirement.

Signs on State Highways

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.

Further Questions

The grantee should consult with the Project Officer/Grants Administrator to resolve any sign issues.

