

ATTACHMENT 1

AMENDMENT NO. 1 TO BC-13-091

CONTRACT NO. BC-13-091

**AMENDMENT NO. 1 OF
AGREEMENT BETWEEN THE COUNTY OF SANTA BARBARA
AND THE TRUST FOR PUBLIC LAND
AND ESCROW INSTRUCTIONS**

This Amended Agreement is made on this twelfth day of March, 2013, by and between The Trust for Public Land, a California non-profit public benefit corporation registered under Section 501.c.3 of the U.S. Internal Revenue Code (hereinafter referred to as "GRANTEE"), and the County of Santa Barbara, a political subdivision of the State of California (hereinafter referred to as "COUNTY" and collectively referred to as "the parties").

RECITALS

WHEREAS, on December 11, 2012, the parties entered into a grant agreement (the "Agreement") wherein County granted to GRANTEE funds from the Coastal Resource Enhancement Fund ("CREF"), to fund the purchase of a 63-acre portion of the Ocean Meadows property, located north of Devereux Slough and Coal Oil Point, adjacent to the City of Goleta, currently shown as APN No. 073-090-62 in the official records of Santa Barbara County;

WHEREAS, the Agreement authorized GRANTEE to assign the Agreement and its obligations therein to the State of California and,

WHEREAS, to facilitate that assignment, the State has requested County's approval of the attached Covenant Restricting Use and,

WHEREAS, to facilitate that assignment, the State has requested its standard indemnification language be used in the Agreement;

WHEREAS, the parties, after conferring with the State, have agreed on the attached Covenant Restricting Use and the indemnity language that should be included in the Agreement.

AMENDED GRANT TERMS AND CONDITIONS

Now, therefore, it is agreed that the Paragraphs 4 and 12 of the Agreement shall be modified to read as follows:

4. RESTRICTIONS ON USE: The PROPERTY shall be dedicated exclusively and in perpetuity for the purposes of public access for passive recreational uses, open space preservation, coastal wetland habitat conservation and restoration, habitat for endangered species, associated research and educational activities, and supportive events to affect these purposes, and no use of the PROPERTY inconsistent with those purposes is permitted. Passive recreational uses shall be limited to those uses that do not impact the wetland and upland transitional habitat. These restrictions are stated in the Covenant Restricting Use included in this Agreement as Attachment B, applicable to the PROPERTY as described in Attachment C. Any changes to these restrictions on use must receive COUNTY's approval.

12. **INDEMNIFICATION:** COUNTY shall have no authority or control over completion of PROJECT except as stipulated herein. GRANTEE shall defend, indemnify, and save harmless COUNTY, its agents, employees and officers from any and all claims, demands, damages, costs, and expenses (including attorneys' fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; but only in proportion to and to the extent arising from the negligent or intentional acts or omissions of GRANTEE or its employees or agents. GRANTEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with the Agreement.

Except as specifically modified herein, the Agreement shall remain in full force and effect. This Amended Agreement between the COUNTY and GRANTEE is executed at Santa Barbara, California, on the date first indicated above.

COUNTY
County of Santa Barbara

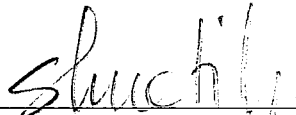
ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

Date: _____

By: _____
Deputy

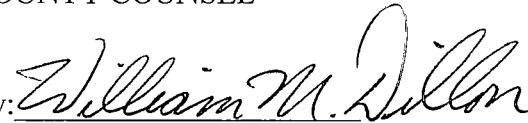
CREF GRANTEE
THE TRUST FOR PUBLIC LAND

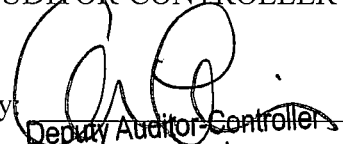
By: 
Tily Shue, Senior Counsel

APPROVED AS TO FORM

DENNIS MARSHALL
COUNTY COUNSEL

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

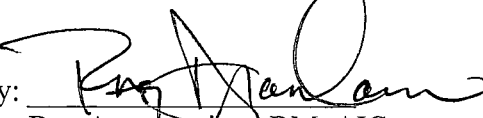
By: 
William M. Dillon
Deputy County Counsel

By: 
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

REAL PROPERTY

RISK MANAGEMENT

By: 
Ronn Carlentine,
Real Property Manager

By: 
Ray Aromatorio, ARM, AIC
Risk Manager

ATTACHMENT B TO BC-13-091

DRAFT COVENANT RESTRICTING USE

COVENANT RESTRICTING USE

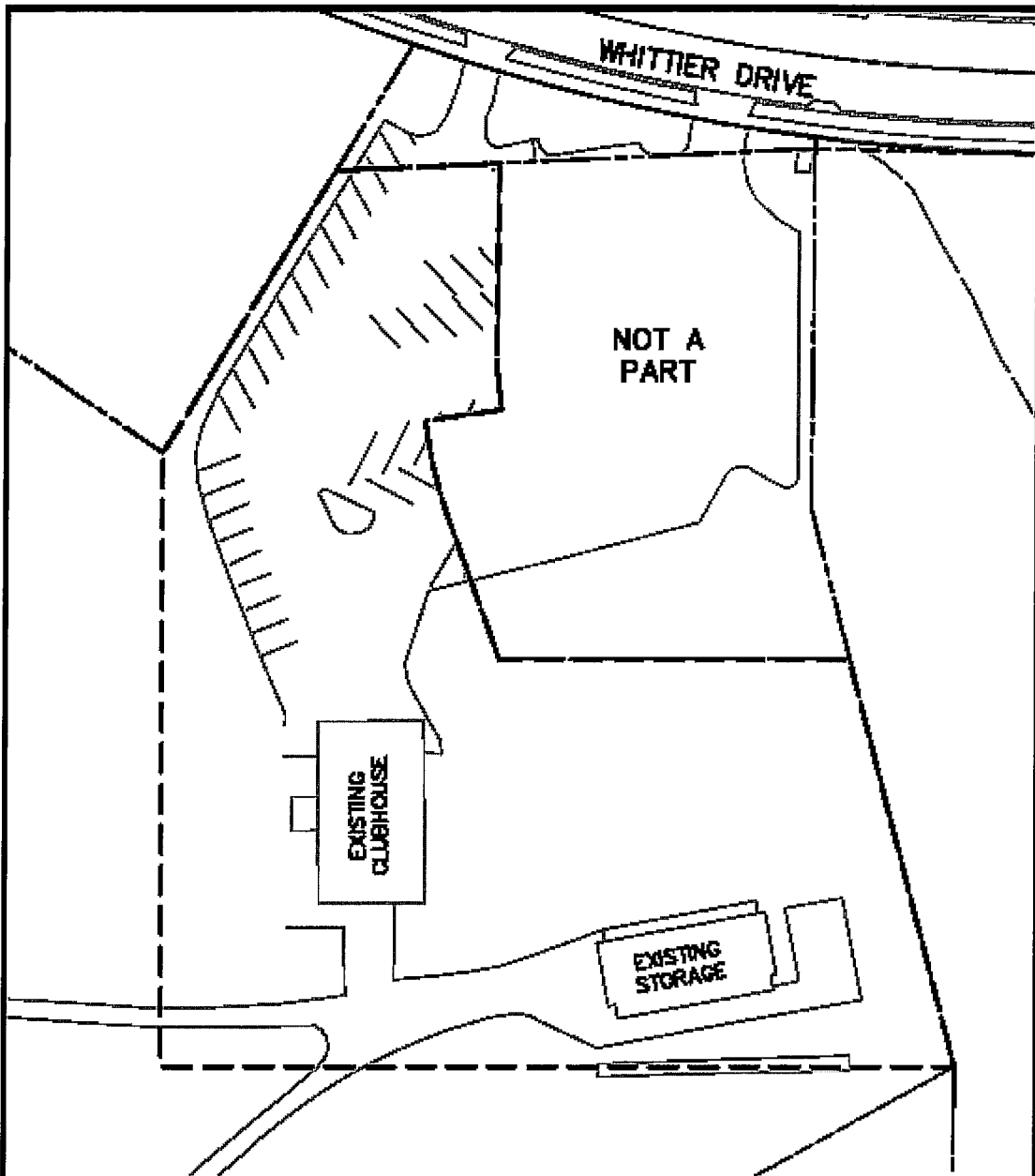
[Insert after the Habendum Clause of the deed]

SUBJECT to covenants and restriction, as follows:

1. A Covenant Restricting Use ("Covenant") made by Grantor as an expressed condition in fulfillment of a grant agreement between Grantor and the County of Santa Barbara in connection with the receipt of that certain Coastal Resource Enhancement Fund Grant of \$750,000.00 provided by County, which Covenant is set forth below. Grantor, on behalf or itself and all its successors and assigns, hereby covenants and agrees that use of the Property shall be confined and restricted to purposes of public access for passive recreation, open space preservation, coastal wetland and wildlife habitat conservation and restoration, habitat for endangered species, and associated research and educational activities, and no use of the Property inconsistent with these purposes shall be permitted. Passive recreational uses, such as walking, jogging, noncompetitive bicycling, painting and wildlife viewing, shall be limited to designated areas such as trails, boardwalks and parking and interpretive areas. No use shall be allowed that adversely impacts the wetland and upland transitional habitat. Special events are allowed, but shall only be held at the existing clubhouse area, including patio areas, and parking lot and shall be limited to educational and other University events, including donor and community events related to the permitted purposes described above. Except for the area currently developed with a clubhouse, storage structure and parking lot, as shown on Exhibit B attached hereto, no buildings or parking areas shall be developed on the remaining property; however, temporary staging areas as part of restoration activities consistent with the purposes of this Covenant are allowed. Any renovation or replacement of the existing clubhouse or storage structure shall be limited to the same development area. Onsite public access parking shall be limited to the area of the existing parking lot, unless additional parking spaces are required as a public access condition imposed by the California Coastal Commission. Active recreational uses are

prohibited. All activities that are inconsistent with the protection of habitat and wildlife are prohibited. Any management plan prepared shall reflect all restrictions that are described above.

2. The Property may not be transferred without the approval of the California State Coastal Conservancy, the Wildlife Conservation Board and the County of Santa Barbara.



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



**CURRENTLY DEVELOPED
 AREA OF PROPOSED LOT 1
 EXHIBIT B**

**OCEAN MEADOWS
 GOLETA, CALIFORNIA**

15233.12

15233EX_EXIST_DEV.dwg

SCALE: 1"=50'

FEBRUARY 27, 2012

ATTACHMENT C TO BC-13-091
LEGAL DESCRIPTION OF PROPERTY

Legal Description

Proposed Lot 1 of Tentative Map 14,784

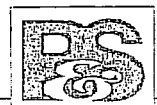
That portion of Lot 1, in the County of Santa Barbara, State of California, as shown on the map filed in the office of the County Recorder of said County in Book 146, Pages 41 and 42, of Record of Surveys, described as follows:

Beginning the southeast corner of said Lot 1;

Thence, along the boundary of said Lot 1, the following twenty-four (24) courses:

- 1st, North 88°40'56" West, 369.58 feet;
- 2nd, North 48°23'31" West, 625.21 feet;
- 3rd, North 58°37'46" West, 662.06 feet;
- 4th, North 48°34'21" West, 199.96 feet;
- 5th, North 07°10'05" West, 155.84 feet;
- 6th, North 81°37'40" West, 326.96 feet;
- 7th, North 85°28'19" West, 564.93 feet;
- 8th, South 76°17'38" West, 99.90 feet;
- 9th, North 88°36'28" West, 575.08 feet;
- 10th, North 58°39'06" West, 180.07 feet;
- 11th, North 02°29'30" East, 335.08 feet;
- 12th, North 88°53'22" East, 634.91 feet;
- 13th, North 70°41'37" East, 405.00 feet;
- 14th, North 89°18'48" East, 44.99 feet;
- 15th, South 38°07'38" East, 255.11 feet;
- 16th, North 84°52'08" East, 621.94 feet;
- 17th, South 54°17'52" East, 537.95 feet;
- 18th, South 38°37'52" East, 130.98 feet;

THE INFORMATION CONTAINED HEREIN IS UNLAWFUL AND ILLEGAL UNDER THE CALIFORNIA CONSTITUTION



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19th, North 46°46'48" East, 436.97 feet;

20th, North 58°51'48" East, 117.99 feet;

21st, North 81°01'48" East, 936.93 feet;

22nd, South 55°59'18" East, 89.01 feet;

23rd, North 31°23'18" East, 121.91 feet;

and 24th, North 87°22'56" East, 60.60 feet;

Thence, 25th, leaving said boundary of said Lot 1 hereinabove-referenced, South 00°22'12" West, 75.53 feet;

Thence, 26th, South 06°22'09" East, 15.52 feet;

Thence, 27th, South 81°50'56" West, 28.43 feet to the beginning of a non-tangent curve concave easterly having a radius of 157.08 feet and a radial center which bears North 83°22'24" East;

Thence, 28th, southerly along said curve, through a central angle of 13°27'16", an arc distance of 36.89 feet;

Thence, 29th, South 20°04'52" East, 55.63 feet;

Thence, 30th, North 89°59'59" East, 130.15 feet to a point in the easterly line of said Lot 1;

Thence, 31st, along said easterly line, South 14°37'04" East, 155.70 feet to an angle point therein;

Thence, 32nd, continuing along said line, South 00°43'39" West, 198.74 feet;

Thence, 33rd, leaving said line, South 57°08'31" West, 61.23 feet;

Thence, 34th, North 82°46'26" West, 28.40 feet;

Thence, 35th, South 69°41'07" West, 45.28 feet;

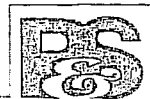
Thence, 36th, South 79°32'59" West, 57.35 feet;

Thence, 37th, South 83°24'09" West, 51.16 feet;

Thence, 38th, North 71°49'28" West, 42.27 feet;

Thence, 39th, South 79°15'05" West, 43.06 feet to the beginning of a curve concave northerly having a radius of 100.00 feet;

UNOFFICIAL COPY OF THE ORIGINAL RECORD OF THIS DEED



Danfield & Smith

Thence, 40th, westerly, along said curve, through a central angle of $57^{\circ}36'51''$, an arc distance of 100.56 feet;

Thence, 41st, North $43^{\circ}08'05''$ West, 10.64 feet;

Thence, 42nd, South $56^{\circ}01'42''$ West, 174.50 feet;

Thence, 43rd, South $60^{\circ}32'05''$ West, 103.87 feet;

Thence, 44th, South $67^{\circ}42'45''$ West, 325.52 feet to the beginning of a curve concave easterly having a radius of 160.00 feet;

Thence, 45th, southwesterly and southerly, along said curve, through a central angle of $92^{\circ}24'00''$, an arc distance of 258.03 feet;

Thence, 46th, South $24^{\circ}41'14''$ East, 282.06 feet;

Thence, 47th, North $69^{\circ}07'17''$ East, 81.54 feet;

Thence, 48th, South $01^{\circ}13'41''$ West, 31.30 feet;

Thence, 49th, South $88^{\circ}40'56''$ East, 49.51 feet to a point in said easterly line of said Lot 1 hereinabove-referenced;

Thence, 50th, along said line, South $01^{\circ}19'04''$ West, 417.24 feet to said southeast corner of said Lot 1 and the point of beginning.

Containing 63.91 acres, more or less.

The bearings and distances recited herein are based upon the California Coordinate System, NAD 83, Zone 5 grid, Epoch 2004.0. To obtain ground level distances multiply by the project scale factor of 1.00005664.

The hereinabove legal description is provided as a courtesy as requested and is not a legal parcel for sale, lease, or finance pursuant to State of California Government Code Section 66424 (Subdivision Map Act).

Prepared by:

Kenneth J. Wilson
PLS 7911
License expiration
Date: 12/31/13



Kenneth J. Wilson
7-19-12

STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS AND EMPLOYMENT RELATIONS



Barfield & Smith