

10-04-2010 FWS final changes accepted by LTSBC 10-07-2010

Recording requested by
County of Santa Barbara

When recorded mail to:
Land Trust for Santa Barbara County
Post Office Box 91830
Santa Barbara, California 93190-1830
Telephone: 805/966-4520

No Fee per Cal. Gov. Code 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: 099-060-021, &
099-070-036

**ANDERSON PURISIMA HILLS
CONSERVATION EASEMENT
DEED and AGREEMENT**

This Conservation Easement Deed and Agreement ("Conservation Easement") is granted on this ____ day of _____, _____, by SONIA CHANTAL ANDERSON, an unmarried woman, ("LANDOWNER"), to THE LAND TRUST FOR SANTA BARBARA COUNTY, a California nonprofit public benefit corporation ("LAND TRUST"), each a "party" and together the "parties" to this Conservation Easement, for the purpose of establishing in perpetuity the Conservation Easement and associated rights described below.

Recitals

A. LANDOWNER is the sole owner in fee simple of that certain real property commonly known as 3200 Gypsy Canyon Road, Lompoc, California, and identified as Assessor's Parcel Nos. 099-060-021 and 099-070-036, consisting of approximately 160 acres, located in the unincorporated portion of the County of Santa Barbara, State of California, described in Attachment "A" attached hereto and incorporated herein by this reference ("Property"). LANDOWNER intends to grant a conservation easement over a portion of the Property ("Easement Area"), as legally described in Attachment "B" and illustrated on Attachment "C," ("Conservation Easement Map" and "Easement Areas A, B, C, and D") attached hereto and incorporated herein by this reference.

B. LAND TRUST is a publicly supported, tax-exempt "qualified conservation organization" as defined by Sections 501(c)(3) and 170(h) of the Internal Revenue Code and Section 23701(d) of the California Revenue & Taxation Code and is eligible to hold this Conservation Easement pursuant to Section 815.3 of the California Civil Code. As certified by resolution of its governing body, LAND TRUST accepts responsibility for monitoring and enforcing the terms of this Conservation Easement and upholding its conservation purposes in perpetuity.

C. The Easement Area possesses certain environmental attributes of great importance to the people of Santa Barbara County and the people of the State of California, including a potential breeding pond for the Federally-protected California Tiger Salamander (CTS) and upland habitat for CTS consisting of intact small mammal burrow systems, valuable wildlife habitat, open space, and rangeland (hereinafter "Conservation Values"). Attachment "B" describes four areas of the Easement Area as areas A, B, C, and D, where areas A, B and C shall be preserved for agricultural activities that are consistent with the preservation and protection of CTS migratory activities and upland habitat use in the Easement Area, and where Area D shall be preserved for the enhancement and preservation of a potential breeding pond for the CTS (hereinafter "CTS Breeding Pond"), all as described in Attachment "B", attached hereto and incorporated herein by reference.

D. Areas A, B and C of Attachment "C" depict areas that will be retained in perpetuity as rangelands with the potential to provide migratory corridors for the CTS to access certain CTS breeding ponds known as Ponds 33, 34 and 35. Area D of Attachment "C" depicts a potential CTS breeding pond (known as "Pond 49") with a three hundred-foot buffer area surrounding the pond. It is intended that the pond will be repaired and rehabilitated by re-grading and stabilizing the berm, re-vegetating the area as necessary, and excavating and re-grading the pond to improve water-holding capacity. Area D will be preserved primarily as habitat for the CTS.

E. LANDOWNER agrees to convey this Conservation Easement to LAND TRUST to assure that the Conservation Values provided by the Easement Area will be conserved and sustained forever as provided herein, and that uses of the land that are inconsistent with the Purpose of this Easement will be prevented or corrected.

F. LANDOWNER further intends, as owner of the Property, to convey to LAND TRUST the right to preserve and protect the Conservation Values of the Easement Area in perpetuity.

G. The grant of this Conservation Easement will further the policy purposes of the following clearly delineated governmental conservation policies:

Section 815 of the California Civil Code, in which the California Legislature has declared: (1) that "the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition is among the most important environmental assets of California"; and (2) that it is "in the public interest of this state to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations";

The Agricultural Element of the Santa Barbara County Comprehensive Plan, the County Right to Farm Ordinance and other policies and zoning ordinances that are intended to preserve Santa Barbara County's productive agricultural lands.

The June 29, 2010 Conditional Settlement Agreement Between the United States Fish and Wildlife Service and the County of Santa Barbara, California in which the County of Santa Barbara has agreed to cause the acquisition, grant and

recording of a Conservation Easement to provide for protection of CTS habitat and Conservation Values in perpetuity.

H. LAND TRUST recognizes that the Conservation Values associated with the physical environment of the Easement Area exist because of the past stewardship of LANDOWNER and depend on the future good stewardship decisions of LANDOWNER and its successors. LANDOWNER is entrusted with those future management decisions, provided that such changes do not significantly impair the Conservation Values of Easement Area. LAND TRUST is entrusted with determining that the Conservation Values have been protected.

I. The current physical and biological conditions of the resources of the Easement Area, as well as its current uses and state of improvement, are described in a "Baseline Inventory Report," prepared by the LAND TRUST with the cooperation of the LANDOWNER, consisting of maps, photographs, and other documents, and acknowledged by both to be complete and accurate as of the date of this Conservation Easement. LANDOWNER, LAND TRUST and the Fish and Wildlife Service have received copies of this report, which will be used by LAND TRUST to assist in its monitoring and enforcement of LANDOWNER's compliance with this Conservation Easement.

J. The United States Fish and Wildlife Service ("FWS"), an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the Endangered Species Act, 16 U.S.C. §§ 1531, et seq. ("ESA"), the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. §§§ 742(f), et seq., and other provision of Federal law.

Deed and Agreement

In consideration of the recitals set forth above, and in consideration of their mutual promises and covenants, LANDOWNER hereby grants and conveys to LAND TRUST, its successors and assigns, and LAND TRUST hereby accepts, a perpetual Conservation Easement as defined by Section 815.1 of the Conservation Easement Act of 1979 (California Civil Code Section 815, *et seq.*), of the nature and character described in this Conservation Easement.

1. **PURPOSE.** The Purpose of this Conservation Easement is to enable the Easement Area to remain in conservation use to establish and protect breeding and dispersal habitat for the CTS in Area D, to provide dispersal and upland habitat and protect the rangeland aspects of Areas A, B, and C within the Easement Area, and to prevent any use of the entire Easement Area that will impair or interfere with the Conservation Values ("Purpose"). The parties hereto intend that this Conservation Easement will confine the use of the Easement Area to such activities that are consistent with the Purpose, including without limitation, those involving the preservation and enhancement of the CTS and their habitat in a manner that is consistent with the habitat conservation purposes of this Conservation Easement.

2. **AFFIRMATIVE RIGHTS CONVEYED TO LAND TRUST.** To accomplish the Purpose, the following rights and interests are conveyed to LAND TRUST by this Conservation Easement:

(a) **Identify Resources and Values.** To identify, preserve and protect in perpetuity the character, use, utility, soil and water quality, and the Conservation Values of the Easement Area.

(b) **Monitor Uses and Practices.** To enter upon, inspect, observe, and study the Easement Area for the purposes of identifying the current uses and practices thereon and the baseline condition thereof, and to monitor the uses and practices regarding the Easement Area to determine whether they are consistent with this Conservation Easement. Such entry shall be permitted upon prior notice to LANDOWNER, and shall be made in a manner that will not unreasonably interfere with LANDOWNER's use and quiet enjoyment of the Property.

(c) **Prevent Inconsistent Uses.** To prevent any activity on or use of the Easement Area that is inconsistent with the Purpose and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use. However, it is not the intent of the parties to limit LANDOWNER's discretion to implement rangeland uses and management practices in the Easement Area, as described in Paragraph 3(b) below and provided that those uses and practices are consistent with the terms of this Easement.

(d) **Provide Signage.** To erect and maintain a sign or signs or other appropriate markers in prominent locations on or near the Easement Area, visible from a public road, bearing information indicating that the Easement Area is protected by LANDOWNER and LAND TRUST. The wording of the information shall be determined by LANDOWNER and LAND TRUST, but may include logos and shall clearly indicate that the Property is privately owned and not open to the public. LAND TRUST shall be responsible for the costs of erecting and maintaining such signs or markers.

3. **PERMITTED USES AND PRACTICES.** LANDOWNER and LAND TRUST intend that this Conservation Easement shall confine the uses of the Easement Area to conservation and rangeland activities consistent with the Purpose and Conservation Values and such other related uses as are described herein. The following uses and practices, if in accordance with federal, state and county laws and ordinances, to include compliance with the Endangered Species Act, and to the extent not inconsistent with the Purpose, are specifically permitted:

(a) **Restoration/Management/Monitoring Plan.** A Restoration/Management/Monitoring Plan ("Plan") has been prepared and approved by LANDOWNER, County of Santa Barbara and FWS, and is included in the Baseline Inventory Report. Implementation of the Plan is a permitted use.

(b) **Rangeland and Compatible Uses.** To use the Easement Area to sustain its primary agricultural utility as rangeland, grassland, chaparral and woodland, providing both

economic benefits that occur from livestock grazing and compatible uses, and public benefit associated with the wildlife habitat, water quality, watershed and open space benefit of rangeland. Compatible uses, as permitted herein, shall not displace or compromise the utility of the Easement Area as rangeland

(c) **Existing Improvements.** To use improvements identified in the Baseline Inventory Report as existing at the time that report was prepared. Any approved existing improvements in the Easement Area may be repaired, and replaced at their existing locations, provided that any repair, or replacement must occur during the dry season (May to October). Any work proposed outside of the dry season requires prior approval of LAND TRUST and advance coordination with the FWS.

(d) **Additional Agricultural Structures and Improvements** To enlarge existing structures that are reasonably necessary for the rangeland uses of the Easement Area and to construct new structures and improvements to be used solely for rangeland uses in the Easement Area, including hay shelters, fences, erosion control structures, culverts, salt stations, cattle water tanks, and pump houses; provided that new structures or improvements in Area D of Attachment "C" shall be limited those that protect or enhance the pond and buffer area as CTS habitat, necessary fencing or rangeland improvements that cannot feasibly be located outside of Area D. Salt stations, cattle water tanks and other cattle attractants must be kept 300 feet from Pond 49 and out of areas with concentrations of small mammal burrows. Enlargement of existing structures or construction of new structures will not occur without prior notice to and approval of LAND TRUST and FWS.

(e) **Agricultural Grading and Mowing.** Soil grading to control erosion, in accordance with sound, generally accepted rangeland management practices will not occur within the Easement Area without prior written concurrence from the FWS. No other grading is permitted in the Easement Area. Mowing or haying is allowed in the Easement Area only during the dry season (May to October) unless LANDOWNER obtains prior approval of LAND TRUST to work outside the dry season and coordinates in advance with FWS. No agricultural grading or plowing is permitted to prepare land for crop production.

(f) **Fences.** To repair and replace at their existing locations on the Easement Area existing fences, scales and corrals for purposes of reasonable and customary management of livestock and wildlife, New fences, scales and corrals at new locations may be constructed for such purposes without further permission from LAND, provided that any new fence shall be sited and designed to protect the Purpose and Conservation Values and avoidance of small mammal burrows, including but not limited to wildlife movement. Repair, replacement and construction of fences shall occur during the dry season (May to October), unless LANDOWNER obtains prior approval of LAND TRUST to work outside of the dry season and coordinates in advance with FWS.

(g) **Water Resources.** An irrigation system consisting of tanks and drip lines, and/or watering trucks may be used in the Easement Area for the purpose of maintaining appropriate plant species within the Easement Area, or to maintain the CTS Breeding Pond. Other than the CTS Breeding Pond in Area D, other surface water reservoirs, water resources, water-related improvements, or ponds may not be developed or maintained in the Easement Area

without prior notice to and approval of the LAND TRUST and FWS, and any such water improvements must ensure preservation and protection of the Conservation Values.

(h) **Use of Agrichemicals.** With prior notice to and approval of LAND TRUST and FWS, to use agrichemicals within the Easement Area, including, but not limited to, fertilizers, pesticides, herbicides and fungicides in those amounts and with such frequency of application necessary to accomplish reasonable rangeland or conservation purposes; provided that such use shall be in accordance with county, state and federal laws and regulations, and such use shall be carefully circumscribed near surface water, seasonal water courses. Use of pesticides, herbicides, fertilizers and fungicides shall be avoided within the topographic watershed of Pond 49 (the northern portion of Area D and the canyon draining into the pond from the north) and of Pond 33 (north and east of Pond 33 along the dirt roadways). There shall be no poisoning of small mammals within Easement Area.

(i) **Control of Plants and Animals.** To control pests, bullfrogs, and non-native plants by the use of selective control techniques.

(j) **Utility Easements.** To provide for utility easements to public and quasi-public utilities consistent with the Conservation Values of this Conservation Easement, and for existing agricultural and residential uses of the Property.

(k) **Hunting Uses.** To engage in and permit others to engage in hunting uses of the Easement Area; provided that such activities require no surface alteration or other development of the land and do not impair the Conservation Values nor harm small mammals in Easement Area.

(l) **Passive Recreational Uses.** To engage in riding, hunting, research and educational uses, as well as noncommercial passive recreational uses such as wildlife viewing, hiking and photography and associated facilities, including riding trails and jumps, for the personal use of residents and guests of LANDOWNER, are permitted in the Easement Area, provided that no such use or associated facility shall be allowed to interfere with, impair or otherwise burden the Conservation Values.

(m) **Roads.** LANDOWNER may utilize roads in the Easement Area existing at the time of execution of this Conservation Easement. All roads within the Easement Area shall be limited to light dirt roads used for ranching operations, maintenance, and emergencies only.

4. **PROHIBITED AND LIMITED USES.** Unless otherwise permitted, any activity on or use of the Easement Area that is inconsistent with the Purpose and Conservation Values of this Conservation Easement is prohibited. LANDOWNER promises that it will not perform, or knowingly allow others to perform, any act or use on or affecting the Easement Area described above in conflict with the covenants set forth in this Conservation Easement. LANDOWNER authorizes LAND TRUST to enforce these covenants, including restoration where reasonably appropriate. Without limiting the generality of the foregoing, the following activities and uses are deemed inconsistent with the Purpose and Conservation Values of this Conservation Easement and are expressly prohibited:

(a) **Residential Use.** Construction and use of any residential and accessory structures within the Easement Area is prohibited. This Easement does not restrict LANDOWNER's ability to use, repair, expand or relocate the existing residence or accessory structures outside of the Easement Area, subject to all applicable zoning and land use regulations.

(b) **Subdivision.** The subdivision of the Property that would affect the Easement Area, whether by physical, legal or any other process is prohibited.

(c) **Development Rights.** LANDOWNER hereby grants to LAND TRUST all development rights, except as specifically reserved to LANDOWNER herein, that are now or hereafter allocated to, implied, reserved or inherent in the Easement Area, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded and described, or to any other property adjacent or otherwise. The Easement Area may not be used for the purpose of calculating permissible development or lot yield of any other property, provided, however, that leases of a portion or all of the Easement Area for rangeland use shall not be prohibited by this paragraph. LANDOWNER and LAND TRUST agree that the Property consists of one (1) legal parcel and that no additional separate legal parcels currently exist within the Property that may be recognized by a certificate of compliance pursuant to Government Code Section 66499.35, based upon previous patent or deed conveyances, subdivisions or surveys. LANDOWNER will not apply for or otherwise seek recognition of additional legal parcels within the Property that affect the Easement Area, based on certificates of compliance or any other authority.

(d) **Construction of Buildings, Facilities and Other Structures.** The construction of any residential or animal storage facility or any structure of any other type within the Easement Area, unless specifically authorized by Section 3 hereof. Feedlots and livestock pens are prohibited.

(e) **Signs.** No billboards shall be erected in the Easement Area. Signs describing the permitted activities in the Easement Area or erected to control unauthorized entry or use are permitted, insofar as such signs do not significantly impair the Conservation Values.

(f) **Paving and Road Construction** LANDOWNER shall not pave any existing unpaved road or construct any new paved road within the Easement Area, whether for access or for another purpose, without prior notice to and approval of LAND TRUST and FWS. LAND TRUST and FWS approval of additional road paving or construction shall be based upon LANDOWNER's demonstration that the proposed improvements and location of any such road will not diminish or impair the Purpose and Conservation Values or, if this finding cannot be made, that the road improvements and location are necessary to provide access to structures or improvements permitted by this Conservation Easement or are necessary to meet governmental requirements. Subject to prior notice to and approval of LAND TRUST and FWS, LANDOWNER may relocate existing unpaved agricultural roads within the Easement Area as unpaved agricultural roads, provided that abandoned roads shall be allowed to return to a natural condition or shall be converted to rangeland use as may be permitted under this Conservation

Easement. For purposes of this paragraph, references to "paving" shall include covering of the soil surface with concrete, asphalt, or other impervious material, provided that in order to make unpaved roads passable, the LANDOWNER may apply a limited amount of gravel sufficient to maintain a light dirt road to existing or future unpaved roads in the Easement Area.

(g) **Motorized Vehicles.** The use of motorized vehicles off of roads within the Easement Area is prohibited, except by LANDOWNER or others under LANDOWNER's control for agricultural uses of the Property; provided that other uses of motorized and/or off-road vehicles may be permitted within the Easement Area when necessary for maintenance of utilities, retrieval of large game, or for emergency purposes. Motorized vehicle races and the construction of motorized off-road vehicle courses are specifically prohibited.

(h) **Erosion.** Any use or activity that causes significant degradation of topsoil quality, pollution or an increase in the risk of erosion in the Easement Area is prohibited.

(i) **Mining.**

(i) **Surface Mining.** The mining, extraction, or removal of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method, is prohibited in the Easement Area. Notwithstanding the foregoing, soil, sand, gravel or rock may be extracted without further permission from LAND TRUST provided that such extraction is of material solely for use in the Easement Area, is in conjunction with and in furtherance of activities permitted herein, is accomplished in a manner which is consistent with, does not interfere with, impair or otherwise burden the Conservation Values, and does not disturb the CTS breeding pond in Area D of Attachment "C".

(ii) **Mineral Rights.** Any right, title, and interest in subsurface oil, gas, and minerals shall not be sold separately from the surface property, and the manner of exploration for, and extraction of any oil, gas or minerals shall be only by a subsurface method, and shall not damage, impair or endanger the protected Conservation Values of the Easement Area, and shall not involve ground disturbance in the Easement Area.

(j) **Watercourses.** The alteration or manipulation of watercourses located on or near the Easement Area is prohibited, except alteration or manipulation that is required to implement the Restoration/Management/Monitoring Plan or to otherwise preserve and enhance the CTS Breeding Pond. Upon expiration of the Plan, LAND TRUST may engage in or approve alterations or manipulations of watercourses only in furtherance of the Purpose and Conservation Values of this Easement. Any alterations or manipulation of watercourses within Easement Area or of the CTS Breeding Pond require prior notice to and approval of LAND TRUST and FWS.

(k) **Native Tree and Vegetation Management.** Cutting or clearing of native trees and vegetation is prohibited in areas outside of existing or approved roads, trails and utility easements, except as provided below. Selective control and removal of non-native invasive

vegetation is permitted and encouraged. LANDOWNER may clear or trim native trees and vegetation only:

(i) To maintain defensible space, pursuant to the requirements of the Santa Barbara County Fire Department, around existing structures, roads and utilities, with prior notice to and approval of LAND TRUST and FWS.

(ii) In an emergency when necessary to prevent personal injury or property damage such as flood or fire. LANDOWNER shall notify LAND TRUST and FWS prior to or as soon as possible after beginning any emergency clearing.

(iii) To control insects and disease or promote the ecological health of the trees or vegetative community, including thinning of undergrowth and removal of senescent, dead and decadent plant material, under the direction of a qualified biologist or certified arborist, with prior notice to and approval of LAND TRUST and FWS.

(iv) To protect and preserve the CTS Breeding Pond, under the direction of a qualified biologist, and with prior notice to and approval of LAND TRUST and FWS.

(l) **Trash.** The disposal, dumping or accumulation of any kind of trash, refuse or derelict equipment in the Easement Area is prohibited.

(m) **Agricultural Intensification and Other Incompatible Uses.** There shall be no disking, row crop cultivation, vineyard installation, plowing, agricultural grading or till operations within the Easement Area. The use of the Easement Area for construction or operation of a golf course, commercial recreational facility, commercial poultry or hog facility, or similar high intensity activity is prohibited.

(n) **Industrial and Non Agricultural Commercial Uses.** All industrial, commercial, and commercial recreational uses of the Easement Area not expressly authorized herein are prohibited.

(o) **Animal Feedlots or Greenhouses.** The construction, maintenance or use of any animal feedlot, livestock pen or greenhouse structure in the Easement Area is prohibited.

(p) **Storage of excess material.** Long-term (longer than 4 consecutive months) storage of excess material (pipes, lumber, disabled vehicles, ranch equipment, etc.) is prohibited.

(q) **Harm to Small Mammals.** Poisoning, trapping, shooting, or otherwise harming small mammals or their burrows within Easement Area is prohibited.

5. **RESERVED RIGHTS.** LANDOWNER reserves to itself, and to its Personal Representatives, heirs, successors and assigns, all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the Purpose of this Conservation Easement. For purposes of this Paragraph 5 the term "Personal Representative" shall include only those persons or entities acting in a capacity such as trustee, executor, administrator or conservator for LANDOWNER with the legal authority to act for and on behalf of LANDOWNER. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) **Water Rights.** LANDOWNER shall retain, maintain and preserve the right to use all water rights associated with the Property, which LANDOWNER represents are sufficient to sustain Conservation Values and present and future rangeland uses in the Easement Area, so long as such use does not impair the Conservation Values. LANDOWNER shall not transfer, encumber, lease, sell, or otherwise separate any water rights from the Property.

(b) **Mineral Rights.** All right, title, and interest in subsurface oil, gas, and minerals; provided, however, that the manner of exploration for, and extraction of, any oil, gas or minerals shall be only by a subsurface method, and shall not damage, impair or endanger the protected Conservation Values.

(c) **Responsibilities of LANDOWNER and LAND TRUST Not Affected.** Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the LAND TRUST, or in any way to affect any existing obligation of the LANDOWNER as owner of the Property. Among other things, this shall apply to:

(i) **Taxes.** LANDOWNER shall pay before delinquent all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property. If LAND TRUST is ever required to pay any taxes or assessments on the Property, LANDOWNER will promptly reimburse LAND TRUST for the same.

(ii) **Upkeep and Maintenance.** LANDOWNER shall continue to be solely responsible for the upkeep and maintenance of the Easement Area. LAND TRUST shall have no obligation for the upkeep or maintenance of the Easement Area.

(iii) **Liability and Indemnification.** In view of LAND TRUST's negative rights, limited access to the land, and lack of active involvement in the day-to-day management activities on the Property, LANDOWNER shall and hereby agrees to indemnify, protect, defend and hold LAND TRUST, its officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns harmless from and against all liabilities, costs, losses, orders, liens, penalties, damages, expenses, or causes of action, claims, demands, or judgments, including without limitation reasonable attorney's fees, arising from or in any way connected with injury to or the death of any person, or physical

damage to any property, or any other costs or liabilities resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless solely due to the gross negligence or willful misconduct of the LAND TRUST. LAND TRUST shall be named as an additional insured on all of LANDOWNER's insurance policies related to the Property.

6. **NOTICE AND APPROVAL.** The purpose of requiring LANDOWNER to notify LAND TRUST prior to undertaking certain permitted activities is to afford LAND TRUST an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the Purpose of this Conservation Easement. Whenever notice is required as set forth in this Conservation Easement, LANDOWNER shall notify LAND TRUST in writing not less than thirty (30) days prior to the date LANDOWNER intends to undertake the activity in question. The notice shall describe the nature, scope, design, location and any other material aspect of the proposed activity in sufficient detail to permit LAND TRUST to make an informed judgment as to its consistency with the Purpose of this Conservation Easement. LAND TRUST shall respond in writing within twenty (20) days of receipt of LANDOWNER's written request. LAND TRUST's approval may be withheld only upon a reasonable determination by LAND TRUST that the action as proposed would be inconsistent with the Purpose of this Conservation Easement. In the event the proposed activity affects the CTS Breeding Pond (Area D) or otherwise requires coordination with and/or approval by the FWS pursuant to the Restoration/Management/Monitoring Plan or as specified herein, LANDOWNER shall obtain approval from FWS prior to requesting approval by LAND TRUST.

7. **PROPERTY MANAGEMENT AND ISSUE RESOLUTION.**

(a) **Management Practices.** LANDOWNER recognizes that the Conservation Values of the Easement Area are best protected if LANDOWNER conducts all rangeland operations in accordance with generally accepted, sustainable agricultural practices that address soil and water conservation, erosion control, pest management, nutrient management, and habitat protection. LAND TRUST has responsibility under this Conservation Easement to undertake regular monitoring of the Easement Area. The parties agree that, whenever possible, they will take a cooperative approach to monitoring and management of the Easement Area and will conduct joint qualitative monitoring to ensure that the Conservation Values are being protected. This monitoring will be supported through the Baseline Inventory Report and subsequent reviews, using photographs and narrative descriptions, among other evaluation tools. Monitoring will also consider issues such as site potential, weather conditions, unusual economic circumstances, vegetative variety and quality and trends in resource conditions. During the term of the Restoration/Management/Monitoring Plan, restoration practices will be monitored additionally by the County of Santa Barbara. LAND TRUST agrees to coordinate its monitoring activities with the County.

(b) **Management Plan.** The Restoration/Management/Monitoring Plan includes a restoration plan for the CTS Breeding Pond and certain monitoring and management requirements to further the Purpose and Conservation Values of this Conservation Easement.

The purpose of the restoration plan is to repair and rehabilitate the CTS Breeding Pond by re-grading and stabilizing the berm, excavating and re-grading the pond to improve water-holding capacity, creating an approximately three hundred foot buffer zone for the pond and re-vegetating Area D of Attachment "C", as necessary. The management and monitoring requirements in the Plan are intended to ensure that the efforts to create a viable breeding pond for the CTS are as successful as possible and that the Easement Area is managed to provide habitat for the CTS. LANDOWNER, LAND TRUST and FWS shall cooperate in the implementation of the Plan for the Easement Area. Upon completion of the restoration plan and the monitoring requirements in the Plan, the Plan shall be extinguished. Subsequent to extinguishment of the Plan, in the event LAND TRUST identifies specific circumstances related to LANDOWNER's land use or agricultural practices that, in LAND TRUST's view, require improvement to protect the Conservation Values, LAND TRUST may require a supplemental written management plan to be prepared by LANDOWNER. In such an event, LANDOWNER shall cooperate with LAND TRUST in the implementation of the management plan. Otherwise, all monitoring and preservation activities for the Easement Area shall be governed by the terms of this Conservation Easement.

(c) **Mediation and Arbitration.** If a dispute arises between the parties concerning the consistency of any existing or proposed use, structure or activity with the language and purpose of this Conservation Easement, and if the parties agree, the dispute may be mediated by one to three persons familiar with agricultural and conservation practices and conservation easements in Santa Barbara County. If the parties agree, they may next request arbitration, supervised by the Santa Barbara County Superior Court, unless extraordinary relief or injunction is necessary to protect against irreparable injury as provided in herein.

(d) **Judicial Enforcement.** If, in LAND TRUST's judgment, substantial resource damage is threatened or is occurring, or if LAND TRUST finds what it considers to be a violation of any provision of the Conservation Easement that, in LAND TRUST's judgment, cannot be satisfactorily addressed through the processes set forth in the preceding subsection, LAND TRUST has the right to bypass those processes and to instead pursue appropriate legal action; provided, that except when an ongoing or imminent violation could substantially diminish or impair the Conservation Values of the Easement Area, or the parties have already met and discussed the violation, LAND TRUST shall give LANDOWNER written notice of the violation and, not later than fourteen (14) days after the delivery of such written notice, the parties shall meet to discuss the circumstances of the violation and to attempt to agree on appropriate corrective action. If the parties are unable to agree on corrective action, LAND TRUST may demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore that portion of the Easement Area so injured.

(e) **Injunctive Relief.** If LANDOWNER fails to cure the violation within a thirty (30) day period after receipt of notice thereof from LAND TRUST, or fails to continue diligently to cure such violation until finally cured, LAND TRUST may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any

Conservation Values, including damages for any loss thereof, and to require the restoration of the Easement Area to the condition that existed prior to any such injury.

(f) **Damages.** LAND TRUST shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any of the Conservation Values protected by this Conservation Easement, including, without limitation, damages for the loss of Conservation Values. Without limiting LANDOWNER's liability therefor, LAND TRUST, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action in the Easement Area.

(g) **Emergency Enforcement.** If LAND TRUST, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the protected values of the Easement Area, LAND TRUST may pursue its remedies under this Paragraph without waiting for the period provided for correction to expire.

(h) **Scope of Relief.** LAND TRUST's rights under this Paragraph shall apply equally to threatened as well as actual violations of the terms of this Conservation Easement, and LANDOWNER agrees that LAND TRUST's remedies at law for any violation of the terms hereof are inadequate and that LAND TRUST shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which LAND TRUST may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. LAND TRUST's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Furthermore, the provisions of California Civil Code Section 815 *et seq.*, are incorporated herein by this reference and this Conservation Easement is made subject to all of the rights and remedies set forth therein. LAND TRUST retains the discretion to choose the appropriate method to enforce the provisions of this Conservation Easement, and shall not be required to exhaust the provisions of one subsection hereof in order to be entitled to the benefits of another.

(i) **Expert Assistance.** The opinions of any appropriate consultant or expert engaged to assist the parties in the resolution of any claim of injury to any Conservation Value shall be admissible in any judicial proceedings conducted with respect to that asserted violation.

(j) **Costs of Enforcement.** Any reasonable costs incurred by LAND TRUST in non-judicial enforcement of the terms of this Conservation Easement against LANDOWNER, and any costs of restoration necessitated by LANDOWNER's violation of the terms hereof shall be borne by LANDOWNER; provided however that LANDOWNER shall not be responsible for the costs of restoration necessary to remedy damage to the Easement Area caused by the conduct of third parties acting without permission or knowledge of LANDOWNER. The prevailing party in any judicial action brought pursuant to the provisions of this Conservation Easement, including without limitation mediation or arbitration, shall be entitled to recovery of its reasonable costs of suit, including, without limitation, attorneys' and experts' fees, from the other party.

(k) **Enforcement Discretion.** Enforcement of the terms of this Conservation Easement shall be at the discretion of LAND TRUST, and any forbearance by LAND TRUST to exercise its rights hereunder shall not be deemed or construed to be a waiver by LAND TRUST of such rights or of any subsequent breach of the same or any other terms of this Conservation Easement, or of its rights hereunder. No delay or omission by LAND TRUST in the exercise of any right or remedy upon any breach by LANDOWNER shall impair such right or remedy or be construed as a waiver, and LANDOWNER hereby waives any defense of laches, estoppel or prescription.

(l) **Acts Beyond LANDOWNER's Control.** Nothing contained in this Conservation Easement shall be construed to entitle LAND TRUST to bring any action against LANDOWNER for any injury to or change in the Easement Area resulting from causes beyond LANDOWNER's control, including, without limitation, fire, flood, storm and earth movement, or actions by persons outside the control and knowledge of LANDOWNER, or from any prudent action by LANDOWNER under emergency conditions, to prevent, abate or mitigate significant injury to the Easement Area resulting from such causes.

8. **NO PUBLIC DEDICATION OR PUBLIC ACCESS.** Nothing contained in this Conservation Easement shall be deemed to be a gift or dedication of any portion of the Property for use by the general public. This instrument does not convey a general right of access to the public.

9. **LANDOWNER'S TITLE WARRANTY.** LANDOWNER represents and warrants that LANDOWNER has good fee simple title to the Property, subject to such liens, encumbrances and matters of record as may be approved by LAND TRUST, and hereby promises to defend the same against all claims that may be made against it. LAND TRUST's failure to object to any item or exception shown on a preliminary title report of the Property prepared by Chicago Title Company prior to the Closing Date shall constitute an approval by LAND TRUST of such item or exception. LANDOWNER may grant any subsequent conservation easements on the Property provided that such easements do not interfere with or reduce the Conservation Values of this Conservation Easement. LAND TRUST shall be notified at least ninety days in advance, in writing, of any proposed conservation or other easement for the Property, which notice shall include the proposed easement.

10. **ENVIRONMENTAL PROVISIONS.**

(a) **LANDOWNER's Environmental Warranty.** LANDOWNER warrants that LANDOWNER has no knowledge of a release or threatened release of hazardous substances or wastes on or that could affect the Easement Area and, as more generally set out in paragraph 5(c) above, agrees to indemnify, defend, protect and hold LAND TRUST, its directors, officers, employees, agents, and contractors, and their heirs, successors, and assigns, harmless from and against all litigation costs, demands, penalties, damages, liabilities, claims or expenses (including reasonable attorney fees) arising from or connected with any release of hazardous waste or violation of federal, state, or local environmental laws as a result of or arising out of the activities of LANDOWNER in the Easement Area, or any breach of this Conservation Easement.

(b) **LAND TRUST Not an Owner, Operator, or Responsible Party.** Notwithstanding any other provision herein to the contrary, the parties do not intend this Conservation Easement to be construed such that it creates in or gives the LAND TRUST:

- (i) the obligations or liability of an "owner" or "operator" as those words are defined and used in applicable environmental laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC § 9601 *et seq.* and hereinafter "CERCLA");
- (ii) the obligations or liability of a person described in 42 USC § 9607(a)(3) or (4);
- (iii) the obligations of a responsible person under any applicable environmental laws;
- (iv) the right to investigate and remediate any hazardous materials associated with the Easement Area; or
- (v) any control over LANDOWNER's ability to investigate, remove, remediate, or otherwise clean up any hazardous materials associated with the Easement Area.

11. TRANSFER BY LAND TRUST. LAND TRUST may transfer this Conservation Easement to any public or non-profit agency authorized to hold conservation easements pursuant to Section 815.3 of the California Civil Code, upon written approval of the FWS, which approval shall not be unreasonably withheld.

(a) Voluntary Transfer. In selecting an appropriate transferee entity, preference will be given to a qualified agency or organization with an agricultural conservation purpose that has board, staff, or consultants with practical agricultural management experience, which agency or organization expressly agrees to assume the responsibility imposed on the LAND TRUST by this Conservation Easement. If such agency or organization cannot be found, or is not suitable for any reason, then another qualified agency or organization that expressly agrees to assume the responsibility imposed on the LAND TRUST by this Conservation Easement may be selected. LAND TRUST shall provide to LANDOWNER and USFWS notice of any proposed transfer, information about proposed transferee(s), and opportunity for input. If more than one qualified agency or organization meets the foregoing criteria and all are equally capable of effecting the purposes of this Conservation Easement, LAND TRUST may select the organization that shall be the transferee. As a condition of such transfer or assignment, LAND TRUST shall require that the Conservation Purpose set forth herein shall be carried out and enforced in perpetuity. Notice of such restrictions, including the Conservation Easement, shall be recorded in the County where the Property is located. The failure of LAND TRUST to perform any action required by this paragraph shall not impair the validity of this Conservation Easement or its enforcement in any way.

(b) **Involuntary Transfer.** If LAND TRUST ever ceases to exist or no longer qualifies under applicable state law or fails to perform its responsibilities under this Easement, FWS shall have the right to seek transfer, through a court of competent jurisdiction, of this Conservation Easement to another qualified organization having substantially similar purposes that agrees to assume the responsibilities imposed on LAND TRUST by this Conservation Easement. FWS shall provide to LAND TRUST and to LANDOWNER notice of and an opportunity to participate in the court proceedings. As a condition of such transfer, FWS shall require that the Conservation Purpose set forth herein shall be carried out and enforced in perpetuity. Upon court approval of such Involuntary Transfer, LAND TRUST shall pay to the successor qualified organization that amount of funds *[insert dollar amount TBD]* received for its Stewardship Fund endowment pursuant Settlement Agreement referenced in Recital G above.

12. LANDOWNER TRANSFER OF PROPERTY. Any time the Property or any interest in it is transferred by LANDOWNER to any third party, LANDOWNER shall notify LAND TRUST and FWS in writing prior to the transfer of the Property, and the deed of conveyance shall expressly refer to this Conservation Easement and incorporate the terms of this Conservation Easement. Such transfer shall not result in a merger of the Conservation Easement and the Property in a single Property owner (thereby extinguishing the Conservation Easement) if no method or mechanism deemed adequate to preserve, protect, and sustain the Easement Area in perpetuity has been established. Failure to notify LAND TRUST or include the required reference to this Conservation Easement in the deed shall not affect the continuing validity and enforceability of this Conservation Easement.

13. AMENDMENT. This Conservation Easement may be amended only with the written consent of LAND TRUST and LANDOWNER and FWS. Any such amendment shall be consistent with the Purpose of this Conservation Easement and shall comply with California Civil Code Section 815 *et seq.*, and any regulations promulgated in accordance with these statutes, and with the adopted amendment policy of LAND TRUST. LAND TRUST shall notify FWS and County of Santa Barbara and provide an opportunity for their review and approval prior to approving any amendment. LANDOWNER shall reimburse LAND TRUST for its reasonable expenses associated with review and approval of any amendment initiated by LANDOWNER.

14. CONDEMNATION. If all or any part of the Easement Area is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Conservation Easement, in whole or in part, LANDOWNER and LAND TRUST shall act jointly to recover the full value of the interests in the Easement Area subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by LANDOWNER and LAND TRUST in connection with the taking or in lieu purchase shall be paid out of the amount recovered. LAND TRUST's share of the balance shall be determined by the ratio of the value of the Conservation Easement to the value of the Easement Area unencumbered by this Conservation Easement. If only a portion of the Easement Area is subject to such exercise of eminent domain, this Conservation Easement shall remain in effect as to all other portions of the Easement Area.

15. **VALUATION.** This Conservation Easement constitutes a real property interest immediately vested in LAND TRUST. The parties stipulate that this Conservation Easement has a fair market value determined by multiplying (a) the fair market value of the Easement Area unencumbered by the easement (minus any increase in value attributable to improvements made after the date of this Conservation Easement) by (b) the ratio of the value of the Conservation Easement to the value of the Easement Area unencumbered by the easement.

16. **SUBORDINATION.** If, at the time of conveyance of this Conservation Easement, the Property is subject to any mortgage or deed of trust encumbering the Property, LANDOWNER shall obtain from the holder of any such mortgage or deed of trust an agreement to subordinate its rights in the Property to this Conservation Easement to the extent necessary for the LAND TRUST to enforce the purpose hereof in perpetuity and to prevent any modification or extinguishment of this Conservation Easement by the exercise of any rights of the mortgage or deed of trust holder.

17. **GENERAL PROVISIONS.**

(a) **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California and applicable Federal law, including the ESA.

(b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) **Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

18. **PERPETUAL DURATION.** The easement created by this instrument shall be a servitude running with the land in perpetuity. Every provision of this Conservation Easement that applies to LANDOWNER and LAND TRUST shall also apply to and be binding upon their respective agents, heirs, beneficiaries, executors, administrators, successors and assigns.

19. **NOTICES.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by United States certified mail, return receipt requested, or by another common method or service where receipt is confirmed, addressed as follows or such other address as either party from time to time shall designate by written notice to the other.

To LANDOWNER: Sonia Chantal Anderson
3200 Gypsy Canyon Road
Lompoc, CA 93436
Telephone: 805/735-7151

To LAND TRUST: Attn: Executive Director
The Land Trust for Santa Barbara County
Post Office Box 91830
Santa Barbara, CA 93190-1830
Telephone: 805/966-4520

To FWS: Field Supervisor
Ventura Fish and Wildlife Office
US Fish and Wildlife Service
2493 Portola Road, Suite B
Ventura, CA 93003
Telephone: 805-644-1766

21. **LAWS CURRENTLY IN EFFECT.** All references in this Conservation Easement to statutes, regulations and other laws shall be deemed to refer to those statutes, regulations and laws currently in effect, or as amended (or any successor provision then applicable).

22. **ENTIRE AGREEMENT.** This instrument with the Attachments incorporated herein sets forth the entire agreement of the parties with respect to the Easement Area and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement Area, all of which are herein merged.

23. **COUNTERPARTS.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

24. **ATTACHMENTS.** The Attachments attached hereto are incorporated herein by this reference:

ATTACHMENT A: Property Map
ATTACHMENT B: Easement Area Legal Description
ATTACHMENT C: Conservation Easement Map and Easement Areas A, B, C and D

25. **EFFECTIVE DATE.** This Conservation Easement is effective upon recordation in the Official Records of the County of Santa Barbara, State of California.

26. **THIRD PARTY BENEFICIARY AND ACCESS.** LANDOWNER and LAND TRUST acknowledge that FWS is neither Grantor nor Grantee of this Conservation Easement, but it is a third-party beneficiary of this Conservation Easement with rights of access to the Easement Area for monitoring of conservation activities contemplated by this Conservation

Easement and with the right to enforce LAND TRUST's obligations pursuant to this Conservation Easement, with such right of enforcement to include, but not be limited to, the Involuntary Transfer provision stated in Paragraph 11.(b).

Agreed to and executed by:

LANDOWNER

Sonia Chantal Anderson

Date

LAND TRUST FOR SANTA BARBARA COUNTY

By: _____
Warren Miller, President

Date

By: _____
Richard Nagler, Secretary

Date

INSERT NOTARY ACKNOWLEDGEMENTS

State of California

County of Santa Barbara

On _____ before me, _____, a Deputy Clerk, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 State of California that the foregoing paragraph is true and correct.

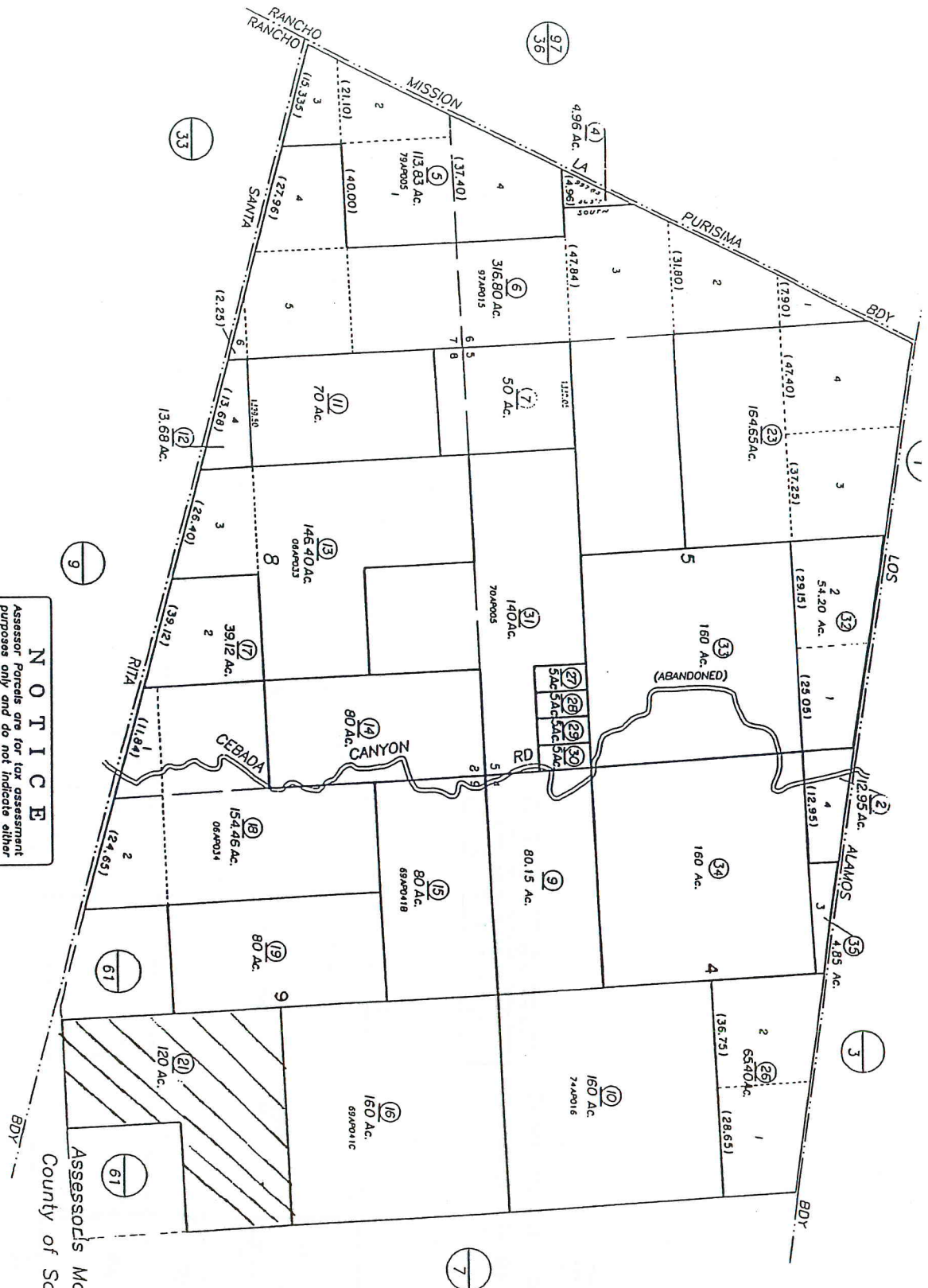
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy Clerk
(Seal)

NOTICE
Assessor: Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

Assessor's Map Bk, 099-Pg, 06
County of Santa Barbara, Calif.

10/08 New Nj Preserve & Co. 13, 000



Legal Description

Being all that portion of the North one-half of the Southeast one-quarter of Section 9, Township 7 North, Range 33 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the official plat thereof, more particularly described as follows:

Area A

Commencing at the southeast corner of the Northwest one-quarter of the Southeast one-quarter of said Section 9, said corner being denoted as a set $\frac{3}{4}$ " iron pipe with tag "LS 3146" on the map filed in Book 147 of Records of Survey, Page 37, in the office of said County Recorder; thence N88°31'30"W, along the North line of Southwest one-quarter of the Southeast one-quarter of said Section 9, 1307.59 feet to a point in the West line of the North one-half of the Southeast one-quarter of said Section 9, said point being denoted as a set $\frac{3}{4}$ " iron pipe with tag "LS 3146" as denoted on said map; thence N00°03'15"E, along said West line of the North one-half of the Southeast one-quarter of Section 9, 1330.18 feet to the Northwest corner of said North one-half of the Southeast one-quarter of Section 9; thence S88°34'32"E, along the North line of said North one-half of the Southeast one-quarter of Section 9, 209.26 feet to the **TRUE POINT OF BEGINNING**; thence,

- | | |
|----------|---|
| First | S88°34'32"E continuing along said North line of the North one-half of the Southeast one-quarter of Section 9, 1258.01' to a point in the center of an existing dirt road running in a northwesterly/southeasterly direction along the spine of an existing ridgeline; thence, |
| Second | S05°22'04"E, along the center of said dirt road and said ridgeline, 34.87 feet to an angle point therein; thence, |
| Third | S10°28'23"E, continuing along said dirt road and ridgeline, 71.83 feet to an angle point therein; thence, |
| Fourth | S12°07'42"E, continuing along said dirt road and ridgeline, 115.60 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 300.00 feet, the radial center of which bears S24°38'48"W; thence, |
| Fifth | Departing said dirt road and ridgeline, westerly, southwesterly, and southerly along the arc of said curve a distance of 606.36 feet, through a central angle of 115°48'24"; thence, |
| Sixth | Departing said curve N60°18'12"W, 520.50 feet to an angle point; thence, |
| Seventh | N43°57'50"W, 247.19 feet to an angle point; thence, |
| Eighth | N75°58'03"W, 246.23 feet to an angle point; thence, |
| Ninth | S03°07'06"W, 278.28 feet to an angle point; thence, |
| Tenth | S05°45'31"W, 280.80 feet to an angle point; thence, |
| Eleventh | N77°21'26"W, 160.12 feet to a point in the existing barbed wire fence; thence, |
| Twelfth | N18°48'06"E along said barbed wire fence and its northeasterly prolongation, 586.40 feet to the True Point of Beginning. |

Containing 8.45 acres more or less

Area B

Commencing at the southeast corner of the Northwest one-quarter of the Southeast one-quarter of said Section 9, said corner being denoted as a set $\frac{3}{4}$ " iron pipe with tag "LS 3146" on the map filed in Book 147 of Records of Survey, Page 37, in the office of said County Recorder; thence N88°31'30"W, along the North line of Southwest one-quarter of the Southeast one-quarter of said Section 9, 1307.59 feet to a point in the West line of the North one-half of the Southeast one-quarter of said Section 9, said point being denoted as a set $\frac{3}{4}$ " iron pipe with tag "LS 3146" as denoted on said map; thence N00°03'15"E, along the West line of the North one-half of the Southeast one-quarter of said Section 9, 1330.18 feet to the Northwest corner of said North one-half of the Southeast one-quarter of Section 9 and the **TRUE POINT OF BEGINNING**; thence,

- First S88°34'32"E along the north line of said North one-half of the Southeast one-quarter of Section 9, 159.66 feet to an angle point; thence,
Second S43°33'28"W, parallel with and 20.00 feet northwesterly of the centerline of an existing dirt road, 231.86 feet to a point in said West line of said North one-half of the Southeast one-quarter of Section 9; thence,
Third N00°03'15"E, along said West line of said North one-half of the Southeast one-quarter of Section 9, 171.99 feet to the Point of Beginning.

Containing 0.32 acres more or less

Area C

Commencing at the southeast corner of the Northwest one-quarter of the Southeast one-quarter of said Section 9, said corner being denoted as a set $\frac{3}{4}$ " iron pipe with tag "LS 3146" on the map filed in Book 147 of Records of Survey, Page 37, in the office of said County Recorder; thence N88°31'30"W, along the North line of Southwest one-quarter of the Southeast one-quarter of said Section 9, 1307.59 feet to a set $\frac{3}{4}$ " iron pipe with tag "LS 3146" as denoted on said map; thence, N00°03'15"E along said West line of the North one-half of the Southeast one-quarter of Section 9, 833.25 feet to the True Point of Beginning; thence,

- First N00°03'15"E, along said West line of the North one-half of the Southeast one-quarter of Section 9, 266.84 feet to an angle point; thence,
Second N43°33'28"E, parallel with and 20.00 feet southeasterly of the centerline of an existing dirt road, 204.80 feet to an angle point; thence,
Third S18°48'06"W parallel with and 40.00 feet northwesterly of an existing barbed wire fence, 438.65 feet to the True Point of Beginning.

Containing 0.43 acres more or less

Area D


Commencing at the southeast corner of the Northwest one-quarter of the Southeast one-quarter of said Section 9, said corner being denoted as a set $\frac{3}{4}$ " iron pipe with tag "LS 3146" on the map filed in Book 147 of Records of Survey, Page 37, in the office of said County Recorder; thence N88°31'30"W, along the North line of Southwest one-quarter of the Southeast one-quarter of said Section 9, 1307.59 feet to a point in the West line of the North one-half of the Southeast one-quarter of said Section 9, said point being denoted as a set $\frac{3}{4}$ " iron pipe with tag "LS 3146" as denoted on said map; thence N00°03'15"E, along said West line of the North one-half of the Southeast one-quarter of Section 9, 1330.18 feet to the Northwest corner of said North one-half of the Southeast one-quarter of Section 9; thence S88°34'32"E, along the North line of said North one-half of the Southeast one-quarter of Section 9, 1467.27 feet to a point in the center of an existing dirt road running in a northwesterly/southeasterly direction along the spine of an existing ridgeline; thence, departing said north line S05°22'04"E, along the center of said dirt road and said ridgeline, 34.87 feet to an angle point therein; thence, S10°28'23"E, continuing along said dirt road and ridgeline, 71.83 feet to an angle point therein; thence, S12°07'42"E, continuing along said dirt road and ridgeline, 115.60 feet to the beginning of a non-tangent circular curve having a radius of 300.00 feet, the radial center of which bears S24°38'48"W, and being the **TRUE POINT OF BEGINNING**; thence, along the arc of said curve through a central angle of 360°00'00" for a length of 1884.96' feet to the True Point of Beginning.

Containing 6.48 acres more or less

End of Descriptions

A visual depiction of the afore described areas is shown on the "Exhibit Sketch" attached hereto and by reference incorporate herein.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act this 13th day of October, 2009.



Jon McKellar
PLS 7578
License Expiration Date: 31 December 2009



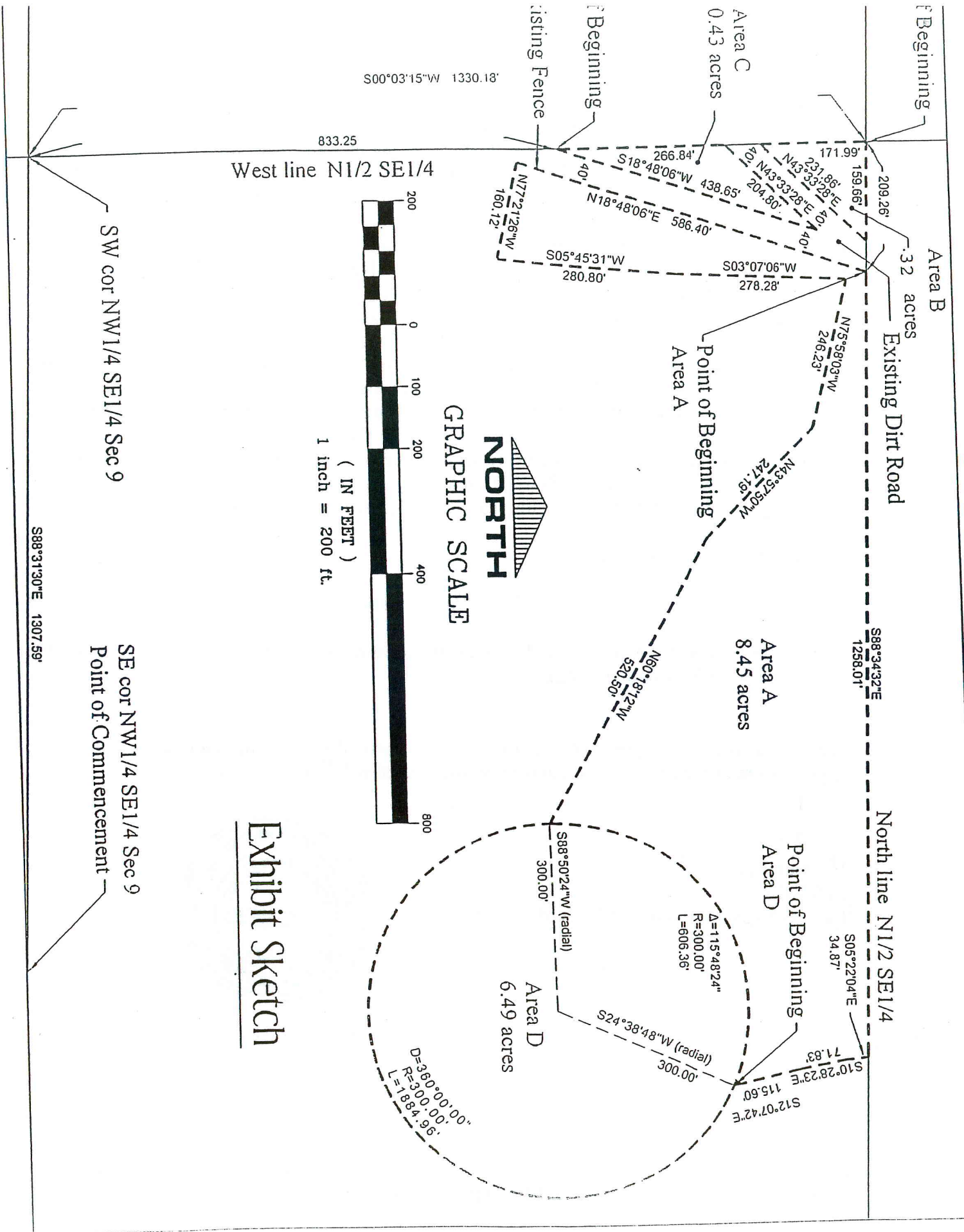


Exhibit Sketch

**Santa Barbara County
California Tiger Salamander
Restoration/Management/Monitoring Plan
Anderson Property**

**Final Version
October 26, 2010**

I. INTRODUCTION

Santa Barbara County (County) has developed this Restoration/Management/Monitoring Plan in cooperation with the US Fish and Wildlife Service (FWS) with assistance from the Land Trust for Santa Barbara County (Land Trust). The project relates to settlement discussions between Santa Barbara County and FWS, Department of the Interior (DOI) regarding an alleged violation of the Endangered Species Act (ESA) at the County's facilities at Foster Road near Santa Maria, California.

II. EASEMENT AREA DESCRIPTION

The easement area includes both upland and breeding (wetland) habitat for the California Tiger Salamander (CTS). The easement boundary is defined per the legal description determined through field inspection and land survey. The legal description is provided in Attachment "B" and illustrated on Attachment "C", ("Conservation Easement Map") as attached to the Conservation Easement document. The easement and management plan does not include Pond-33.

The easement area is delineated into Areas A, B, C, and D. Area D is Pond 49 and associated 300-ft buffer as suggested by FWS staff. Areas A, B, and C are habitat corridors or linkages to Pond 33, excluding roadway and easements held by neighboring property owners.

Area A:	8.45 acre
Area B:	0.32 acre
Area C:	0.43 acre
Area D:	6.48 acre
Total:	15.68 acre

Area A:

The conservation area would extend up from Pond 49 through the canyon to the northern property line, connecting with another watershed with two known CTS breeding sites (Ponds LOAL-34 and -35), which are located 400 feet across the property line. This proximity would increase the odds of Pond 49 being colonized after it is restored.

A corridor from the Pond 49 drainage leading through grassland habitat was selected as a dispersal pathway to/from Pond 33. The dispersal corridor accounts for field topography and bare/steep rock. As requested by FWS, Area A includes a wedge of habitat along the eastern flank of Pond 33.

Areas B and C:

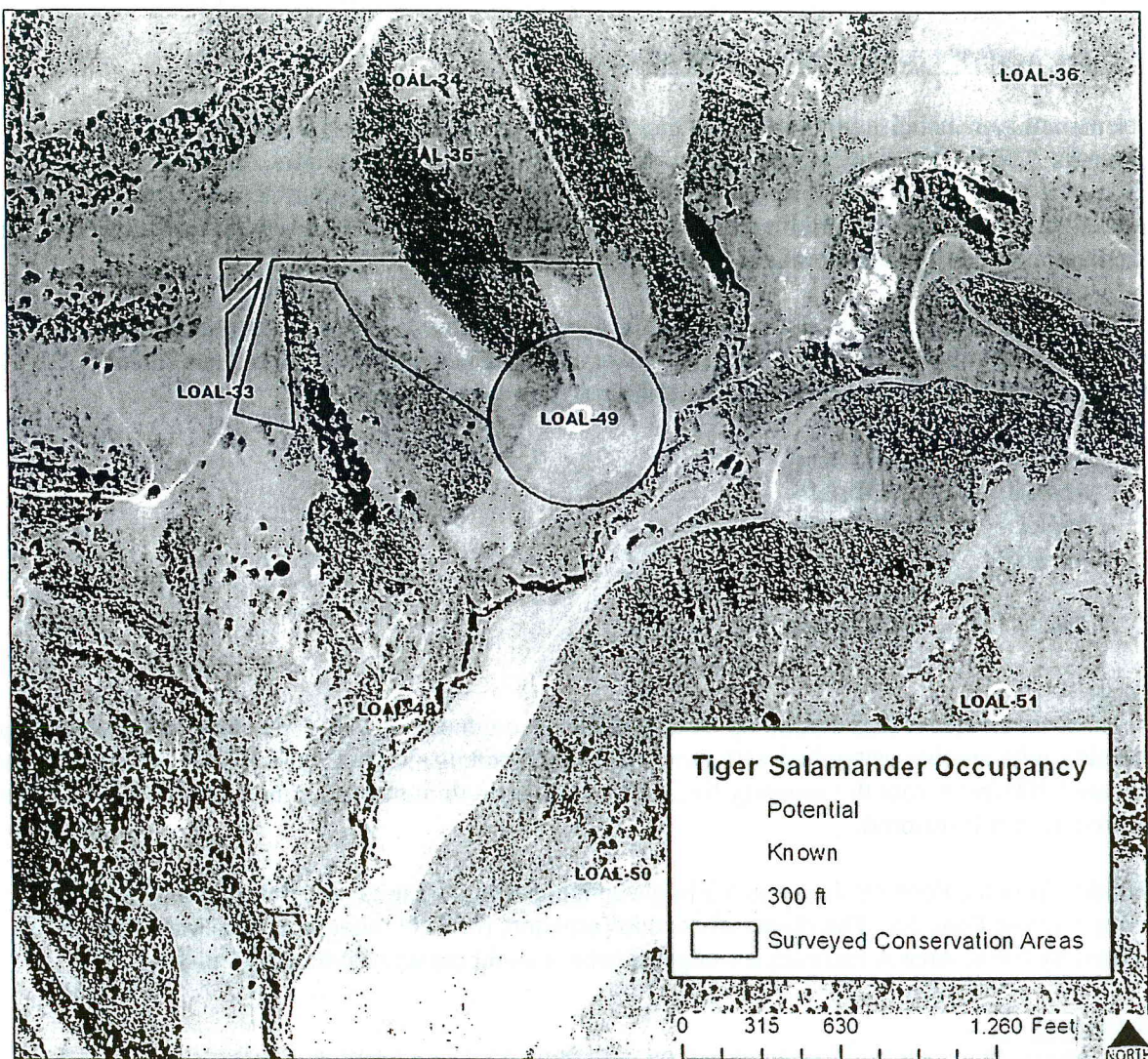
These conservation areas are grassland habitat near Pond 33. Land ownership factors in this area present challenges to conservation easement/agreement, as the pond is adjacent to a property line and is in close proximity to two roadways with access easements. The County and FWS recognize the habitat value of

Pond 33, and have attempted to capture some of the value while presenting workable ideas to the landowner. Areas B and C represent wedges of grassland habitat at Pond 33 that are outside the existing roadway and access easements held by adjacent property owners, thus minimizing conflict with neighboring properties while protecting habitat adjacent to Pond 33.

Area D:

Area D is comprised of Pond 49 and upland habitat immediately around it. Pond 49 is currently dry because its downslope berm has a notch eroded through it. A buffer surrounding Pond 49 was delineated starting with a 300-foot radius suggested by FWS staff. From the 300-foot radius, the buffer was modified to target grasslands and open woodland with less than 50% slope.

The notch eroded through the berm has been identified for repair and stabilization, and the landowner is receptive to this effort, as part of the Restoration/Management/Monitoring Plan. Restoration of Pond 49 also includes revegetation as necessary, removing two large pipes currently stored near the site, and vegetation/soil maintenance to establish appropriate water-holding capacity. Predator control, monitoring, and inspections are further described in the remaining sections of this Plan.



Map of Anderson Property and surveyed conservation boundary

III. LEGAL INSTRUMENTS

Land Restrictions and Legal Instruments Framework

The County proposes that it would purchase a perpetual conservation easement of the conservation area described above. (See Civil Code §§ 815-816; Government Code § 65870). The conservation easement would designate Areas A, B, and C where rangeland uses are allowed that are consistent with the preservation and protection of CTS migratory activities and upland habitat use; and Area D (the pond and 300-foot buffer) which would be also be placed under the conservation easement, and would be subject to additional habitat restoration actions for the enhancement of a potential breeding pond for the CTS. The land use restrictions and management measures applied to the areas would be equivalent, but with additional restoration and monitoring in Area D. These areas are shown on Attachment "C" on the attached Legal Description of the project area on the Anderson property prepared by a registered surveyor.

The County's payment to the landowner includes an agreement that conditions and restrictions would be recorded upon the deed by the landowner through the conservation easement document. These land-use restrictions would apply to the entire easement area, including the dispersal corridor and the relevant area near Ponds 49 and 33. The recommended land use and management practices below have been developed in reviewing previous similar County efforts and in discussions between County Biologist Andrew Raaf and FWS staff Roger Root. The land restrictions and management practices would apply to the easement areas, not to the remaining area of the landowner's property. These restoration/management/monitoring requirements, as set out in this Plan, would be incorporated by reference into the recorded easement document.

In regard to who would hold title to the conservation easement, FWS recommended that the County engage a third party land trust. The Land Trust for Santa Barbara County was recruited and has expressed interest in accepting the conservation easement and associated monitoring/management program. The conservation easement, while arranged by the County, represents a contractual agreement between the Landowner and the Land Trust. The conservation easement and settlement agreement document describe in more detail the legal arrangements among the four-parties (County, FWS, Land Trust, and landowner).

Efforts have been made to make the contractual agreement between the County, landowner, and Land Trust as uniform and clear as possible so that there is little discretion for the landowner to deviate from the terms of the agreement.

This Restoration/Management/Monitoring Plan will be implemented site inspections and reporting by the County and Land Trust. Enforcement of the conservation easement will be carried out by the Land Trust. Reporting will be both internal and to the FWS. The County and/or Land Trust would visit the site as described below in the **Monitoring** section to ensure that the project area is being used according to the agreed conditions. If Land Trust determines that the landowner is not complying with the conservation easement, the Land Trust will notify the property owner of this possible breach, and act to resolve any breach through legal remedies defined in Section 7 of the conservation easement.(by LT) If the County's monitoring indicates that management may be out of compliance with the conservation easement, the County's role will be to provide notice to the Land Trust so that the Land Trust can correspond directly with the landowner. If the County determines that an issue remains unresolved, the County may engage FWS for further resolution. After discussions with all parties, the County and/or Land Trust would pursue appropriate legal remedies available to cure any breach of contract. The conservation easement document describes in more detail the enforcement provisions and covers enforcement remedies available to the Land Trust and FWS. The County will be responsible for oversight, inspections, monitoring, and

implementation of the restoration tasks and aquatic sampling of restored habitat at Pond 49. FWS and County will correspond regarding implementation of the restoration tasks described in this Plan.

IV. RESTORATION, MANAGEMENT, AND MONITORING PLAN

The restoration, management, and monitoring plan has been developed with input from several conversations and a field visit with FWS staff. In the context of this plan, **Restoration** describes the earthwork and planting necessary to rehabilitate Pond 49, **Management** describes land-operation requirements with more detail and adaptive programs than described in the easement document, and **Monitoring** describes ongoing site visits and information gathering. Monitoring is addressed in three subsections: Monitoring of the pond-restoration site, aquatic sampling, and monitoring of the overall easement conditions.

This plan exists separately from the conservation easement document in recognition that the restoration, management, and monitoring must allow some flexibility and adaptation throughout the course of the project in order to make a good faith effort toward meeting the project objectives for all parties.

Existing Conditions.

The Anderson property currently has one house and associated outbuildings, all outside of the proposed conservation areas. An area of disking for hay in the central area of the parcel is not part of the conservation area. No other disking or intensive agriculture is practiced. Current uses of the conservation area are:

- Recreational horseback riding.
- Utility easements.
- Mowing/haying (approx. every other year in some patches).
- Light-moderate cattle grazing.
- Light dirt road use for ranching operations and maintenance (no paved roads).

Restoration Elements

Within eighteen months of the recording of the Conservation Easement to the Property, the County will complete the Restoration Elements of this Plan. Portions of the construction work involved in restoration of Pond 49 will likely be contracted to an environmental or engineering consultant, while County Public Works staff may also perform the earthwork. The County is exploring options and seeking cost estimates from consultants and landscapers. The selected contractor or County staff will prepare a final restoration proposal and plan for earthwork, grading, and implementation within 4 months of recording of the Conservation Easement. The final restoration plan must be approved by the FWS prior to implementation, and will include the following elements developed by the County and FWS:

1. Repair the eroded berm through soil import (if necessary) and regrading.
2. Remove large metal pipes currently within Pond 49. The Restoration contractor's work order will include removal and appropriate disposal or relocation of the pipes off of the subject property.
3. Clear coyote brush scrub vegetation in the basin of the pond.
4. Compact soil in pond if necessary to establish an aquitard layer.
5. Propagate and install appropriate plant species native to the area as necessary.
6. Establish irrigation system via tanks and dripline and/or watering truck or well water.
7. Photomonitoring and recordkeeping throughout the project. A site map will be created with established photo-points to be recorded at each site visit.

Earthwork would take place during the dry season. Regrading the berm and basin will aim to establish a pond with large surface area and maximum depth of approximately 1.5 meters. The hydrologic design will favor surface area over depth to maximize CTS habitat. The planting palette will include seasonal wetland species in the basin and grassland plants along the regraded berm and areas adjacent to the pond. Seed mix and container plants may both be used. Nearby ponds will be used as reference sites during a field visit with the environmental consultant to characterize seasonal hydroperiod and success/productivity criteria for the pond restoration efforts. Planting would occur in the fall, a few weeks prior to the rainy season, to take advantage of winter rains and the associated growing season.

Based on conversations with FWS through February 12, 2010, FWS asserted the restoration activities can be designed and implemented with protective measures such that Endangered Species Act consultation and permitting would not be required. The site does not currently hold water and no CTS were detected in the basin during previous investigations by third party researchers. The earth work would be limited to the dry season. Pre-construction inspection will include field investigation for small mammal burrows or other indicators that may trigger FWS review, but otherwise take authorization under the ESA is not being pursued for the restoration components.

FWS suggested in February 2010 that the revegetation effort need not emphasize vernal pool flora or establishing 100% native cover at the site. It was noted that CTS have been observed breeding successfully in cattle ponds with little to no vegetation. The revegetation component of the restoration effort will be designed in coordination with the FWS and evaluated accordingly. Revegetation may focus more on erosion control using non-invasive species, seeding, and managing natural colonization rather than extensive container planting and irrigation.

Management Elements

Based upon conversations with FWS, previous County permit requirements, Environmental Impact Reports and mitigation measures, and suggestions from the Land Trust, the following practices are proposed as land management within the easement boundary. These land management restrictions and practices apply to the landowner, under guidance and review by the County, FWS, and Land Trust. Active management practices will be performed by the County, Land Trust, landowner or agent thereof.

Land Restrictions

- No subdivision or residential development.
- No disking, row crop cultivation, vineyard installation, plowing, grading, or tilling.
- No mining.
- No disposal/dumping.
- No long-term (longer than 4 consecutive months) storage of excess material (pipes, lumber, disabled vehicles, ranch equipment, etc) in the easement area.
- No feedlots or livestock pens.
- Mowing/Haying during summer/dry season only (generally May-October with modification for field conditions coordinated with the FWS).
- Minor maintenance, repair to structures, and incidental soil disturbance associated with agricultural operations and maintenance (fence installation/repair, culvert repair, erosion control) shall be restricted to the dry season unless coordinated in advance with FWS.
- Soil grading, excavation, construction of outbuildings or appurtenant structures (i.e. hay shelters) will not occur without prior written concurrence from the FWS.
- Limit use of existing roads for ranch operations, maintenance, and emergency only.

- Keep any salt licks or other cattle attractants 300 feet from Pond 49 and out of areas with concentrations of small mammal burrows.
- No poisoning of small mammals.
- Restrictions on pesticides, herbicides, and fertilizers. Use of these chemicals would be avoided within the topographic watershed of Pond 49 (this watershed is the northern portion of Area D and the canyon draining into the pond from the north) and of Pond 33 (north and east of Pond 33 along the dirt roadways). Discretion to use chemicals in the remaining easement area would be applied only per the current EPA and County guidelines. Deviations from these restrictions would be subject to review and approval by FWS. *(No chemical herbicides or fertilizers are currently in use on the Pond 49 location—this item provides flexibility in the event of a future weed or pest infestation).*

Management Practices

- Erosion management near ponds with advance coordination with the FWS.
- Periodically excavate Pond 49 during the dry season to preserve its capacity to hold water with advance coordination with the FWS.
- Predator (bullfrog) inspection (in association with CTS aquatic surveys) and control if deemed necessary by FWS.
- Allow access for survey, monitoring, and aquatic sampling procedure approved by the FWS.

Monitoring Elements

The Monitoring Element addresses three distinct phases of the project: 1) habitat restoration at Pond 49, 2) aquatic sampling for presence/absence of CTS, and 3) the long-term oversight of the conservation easement. Monitoring shall be the responsibility of the County and the Land Trust, depending on the phase of the project.

Pond 49 Restoration Monitoring

While the overall goal of the project is to establish a CTS breeding site at Pond 49, this goal may not be achieved immediately and can be difficult to measure. The monitoring scheme therefore must evaluate other objectives that are more clearly identifiable in the field and can illustrate trends through time.

Measureable objectives include:

1. Establish pond conditions suitable to CTS breeding.
2. Maintain favorable CTS conditions in habitat corridors connecting to regional CTS ponds.
3. Validate that the terms of the agreement are being followed.

Based on County and FWS discussions, habitat criteria that will be inspected during monitoring of Pond 49 restoration include:

Depth and duration of ponded water.
Presence and density of small mammal burrows.
Vegetation types and distribution on the landscape.
Growth and development of planted vegetation.
Weed infestations.
Aquatic insect food sources.
Predators (bullfrogs).
Erosion problems.
Evidence of cattle usage.

Violation of management requirements or easement conditions at Area D.

Pond 49 Monitoring would be performed once per quarter during the first 2 years after the easement is dedicated and continuing once per quarter for the first 2 years after Pond 49 is rehabilitated. Thereafter, monitoring would be reduced to twice per year (once per season--wet season and dry season visits). Pond 49 monitoring would continue for 5 years after the pond is rehabilitated. If habitat monitoring indicates a need for a change in management to meet the measurable objectives described above, monitoring may be continued beyond the 5-year period as agreed by the Land Trust and FWS.

County and Land Trust staff (or consultant) will participate in the first 1-3 years of Pond 49 monitoring, after which County staff would transfer monitoring responsibility to the Land Trust. The County will continue to act in good faith to provide guidance and review, while the Land Trust would perform subsequent field monitoring. Monitoring reports would be delivered to FWS and the County. The County, Land Trust, and/or consultant would practice adaptive management in coordination with the FWS, using monitoring results to adjust, as necessary, restoration plantings, watering regime, cattle access, and erosion control.

After the 5-year period of detailed habitat restoration monitoring, the Land Trust staff would incorporate qualitative habitat inspections of the Pond 49 site into ongoing annual easement monitoring visits.

Aquatic Sampling

Based on research and experience thus far, the County and FWS propose a cost-effective sampling procedure below:

Aquatic sampling for CTS would be performed twice per year starting the first wet season after pond restoration. All aquatic sampling will occur between March 1 and May 31, with at least 10 days between surveys. These surveys would be combined with the other site inspections as feasible, provided the timing and staffing of sampling efforts remain consistent with the commitments outlined herein.

The first step would be to visually inspect the pond margins for larval CTS and/or residual egg masses during this time frame. Then staff would perform dip netting (<1/8" mesh) at the pond margins, avoiding any potential egg masses. Dip netting would continue for 10 dips at separate areas of the pond margin, or 30 consecutive minutes of dipping, whichever comes first. Once CTS are confirmed in the pond, all aquatic sampling will cease for the remainder of that season.

In the event that the pond contains little or no water, the level of effort in dip netting would be reduced. All observed species would be recorded, along with size and life stage for any CTS. Unless otherwise stated herein, sampling would follow the CTS survey guidance developed by FWS and CDFG, and the Declining Amphibian Task Force Fieldwork Code of Practice.

Aquatic sampling would be continued for a 10-year period after pond rehabilitation. For the first 3 years, sampling would be performed each year. If CTS are found to be breeding in the pond, aquatic sampling would be reduced to every other year. If no CTS are detected by Year 3, the sampling schedule will be reduced to every other year, such that no sampling will be performed in Year 4, 6, or 8 but sampling will occur in Years 5, 7 and 9. A final survey in Year 10 or 11 will represent the final session of aquatic sampling under this monitoring program.

After Year 10, the inspection of Pond 49 will not include detailed habitat assessment or aquatic sampling, but overall easement monitoring will qualitatively assess the conservation values of the site and determine if the conditions of the easement and management plan are being met. In Year 10 and beyond,

maintenance of the pond may include periodic dredging performed by the landowner (or agent), subject to coordination with the FWS and the guidelines provided in this Management Plan.

Aquatic sampling will be performed by an ESA Section 10(a)(1)(A) permitted biologist, acting as a contractor to the Land Trust or to the County (or by Land Trust or County staff if permitted staff is available). Aquatic sampling monitoring results will be submitted to FWS within 60 days of the final survey event of the year. The monitoring report will include photographs of the pool condition, vegetation, survey methods, species observed, actions taken during the monitoring period, management recommendations, and copies of the field data sheet attached to this plan. Monitoring results will also be submitted to the County for review.

The aquatic sampling would be conducted for data collection only; the presence or absence of CTS would not be construed as a performance measure or a success criterion in resolving the settlement agreement.

If FWS desires to perform protocol surveys or more in-depth analysis outside the scope of this monitoring scheme, the County and/or Land Trust agree to work in good faith to allow access for such surveys by FWS, but cannot agree to provide funding. The terms of the easement are being written to ensure FWS access to the site for aquatic sampling in the future with proper notice to the landowner and Land Trust.

Monitoring of Easement Conditions

A separate component of **Monitoring** is the overall inspection of the easement area to determine if the conditions of the easement are being met. This type of monitoring is routinely conducted by Land Trust staff, which may make recommendations to the landowner if it appears that conditions are not being adequately met, or if there are apparent violations to the terms of the easement.

Items to be assessed during easement monitoring include:

1. Compliance with the terms of the easement agreement.
2. Weed infestations,
3. Erosion problems,
4. Land uses incompatible with the conservation values established through the easement.
5. Pond 49 habitat values and water storage viability.

Easement monitoring will be performed twice per year (once during the dry season and once during the wet season) during the first 5 years after the easement is recorded, after which easement monitoring will be continued once per year. Annual reports will be provided to the FWS by July 31 each year. Annual monitoring after Year 5 will include qualitative assessments of the restoration site at Pond 49, and reporting on compliance with the listed items above.

In establishing the easement between the Land Trust and the landowner, the County is deferring the majority of the monitoring and enforcement roles to the Land Trust, as FWS staff suggested at early stages of the project. The County will be involved in restoration of the pond site, revegetation/irrigation, as well as assisting the Land Trust in the first year or two of easement monitoring. After the Land Trust assumes full monitoring responsibilities, the County would act as a reviewer of monitoring reports and an advisor for overall project maintenance, and would make a good faith effort to participate with the Land Trust in the long term success of the project, while the Land Trust will take over monitoring and enforcement authority.

A monitoring and implementation timeline is provided below, describing the different monitoring provisions and the responsible parties.

Monitoring and Implementation Schedule

	Watering, maintenance, pest control	Pond Restoration, Habitat Monitoring	Aquatic Sampling*	Easement Monitoring
Construction Phase	County Contractor	During construction. County, Land Trust.	n/a	n/a
Year 1	County Contractor	Quarterly. County and Land Trust	2x in spring season, County or Land Trust Contractor	2x per year, County and Land Trust staff
Year 2	County Contractor	Quarterly. County and Land Trust	2x in spring season,, County or Land Trust Contractor	2x per year, County and Land Trust staff
Year 3	County Contractor	2x per year. Land Trust staff or Contractor	2x in spring season,, County or Land Trust Contractor	2x per year, Land Trust staff
Year 4	As needed, County Contractor	2x per year. Land Trust staff or Contractor	n/a	2x per year, Land Trust staff
Year 5	As needed, County Contractor	2x per year. Land Trust staff or Contractor	2x in spring season,, County or Land Trust Contractor	2x per year, Land Trust staff
Year 6	n/a	Annual. Qualitative with easement monitoring. Land Trust staff.	n/a	Annual, Land Trust staff
Year 7	n/a	Annual. Qualitative with easement monitoring. Land Trust staff.	2x in spring season,, County or Land Trust Contractor	Annual, Land Trust staff
Year 8	n/a	Annual. Qualitative with easement monitoring. Land Trust staff.	n/a	Annual, Land Trust staff
Year 9	n/a	Annual. Qualitative with easement monitoring. Land Trust staff..	2x in spring season,, County or Land Trust Contractor	Annual, Land Trust staff
Year 10	n/a	Annual. Qualitative with easement monitoring. Land Trust staff.	n/a	Annual, Land Trust staff
Year 11	n/a	Annual. Qualitative with easement monitoring. Land Trust staff.	2x in spring season,, County or Land Trust Contractor	Annual, Land Trust staff
Thereafter	n/a	Annual. Qualitative with easement monitoring. Land Trust staff.	n/a	Annual, Land Trust staff

** If CTS are detected in the first survey of the year, the second survey will not be performed. If CTS are detected breeding in the pond within the first two years after pond construction, sampling will be reduced to every other year.*

V. PROPERTY ANALYSIS

The County relied on consultant estimates, land appraisals, County labor rates, and a sample Property Analysis Record from an open space conservation area in Carlsbad, California, to derive the following cost estimate:¹.

¹ Property Analysis Record for Emerald Pointe, City of Carlsbad, 20 February 2006.

Initial and Capital Tasks and Costs:

Purchase of easement: TBD

Preliminary title report, land survey, appraisal reporting fees: \$7,000 (Spent)

Restoration of Pond (including soil, planning, contractor): \$28,000

Removal and transport of pipes: \$6,000

Irrigation (years 1-5 as needed): \$ 11,000

Revegetation and maintenance (years 1-5 as needed): \$20,000

Restoration and maintenance costs at project inception and through years 1-5 are considered *initial* costs for the purposes of this estimate. These costs are associated with the initial establishment of habitat and these costs will terminate around year 55 and will not recur indefinitely as *annual costs*.

Annual Tasks and Costs:

Inspections and monitoring: 6 hours each visit at \$103/hr County environmental specialist labor rate, with travel and supplies.

(Years 1-2 quarterly): \$2,800 per year

(Years 3-5 biannually): \$1,400 per year

(Years 6+ annually and as needed): \$700 per year

Aquatic sampling: 6 hours each visit plus travel and supplies

(Years 1-10, twice per year between March and May):

\$3,000 per year, Annual then moving to every other year at Year 4

Annual report writing: \$200 per year.

Total annual costs:

Years 1-2: \$6,000 per year

Years 3-5: \$1,600 – \$4,600 per year

Years 6-10: \$700 – \$3,700 per year

Years 11 and beyond: \$900 per year

The estimates above apply to the environmental contractor and County labor rates. If performed by County staff, labor would be performed by staff members of Public Works, General Services, and/or Planning & Development. Funding in this manner is approved at the Board of Supervisors level, rather than dedication of an endowment fund.

The County proposes to fund the activities on the property, by: 1) utilizing in-house County staff for earthwork and restoration planning; 2) Contracting with private contractors for landscaping, watering, and maintenance (including subsequent work, such as maintaining irrigation in the early years); and 3) transferring the property to the Land Trust and paying for an endowment for management and monitoring and enforcement of the easement in perpetuity.

DATA TO BE COLLECTED ON SITE 1 of 2

The schedule is tentative and can be modified to allow for adaptive management of the project:

Year 1: Site visit during and after construction,
Assessment every 3 months.
Aquatic sampling twice, 3/1 to 5/31

Year 2: Assessment every 3 months.
Aquatic sampling twice, 3/1 to 5/31

Year 3-5: Site visit once per season (wet/dry).
Aquatic sampling twice, 3/1 to 5/31 (omit Yr 4)

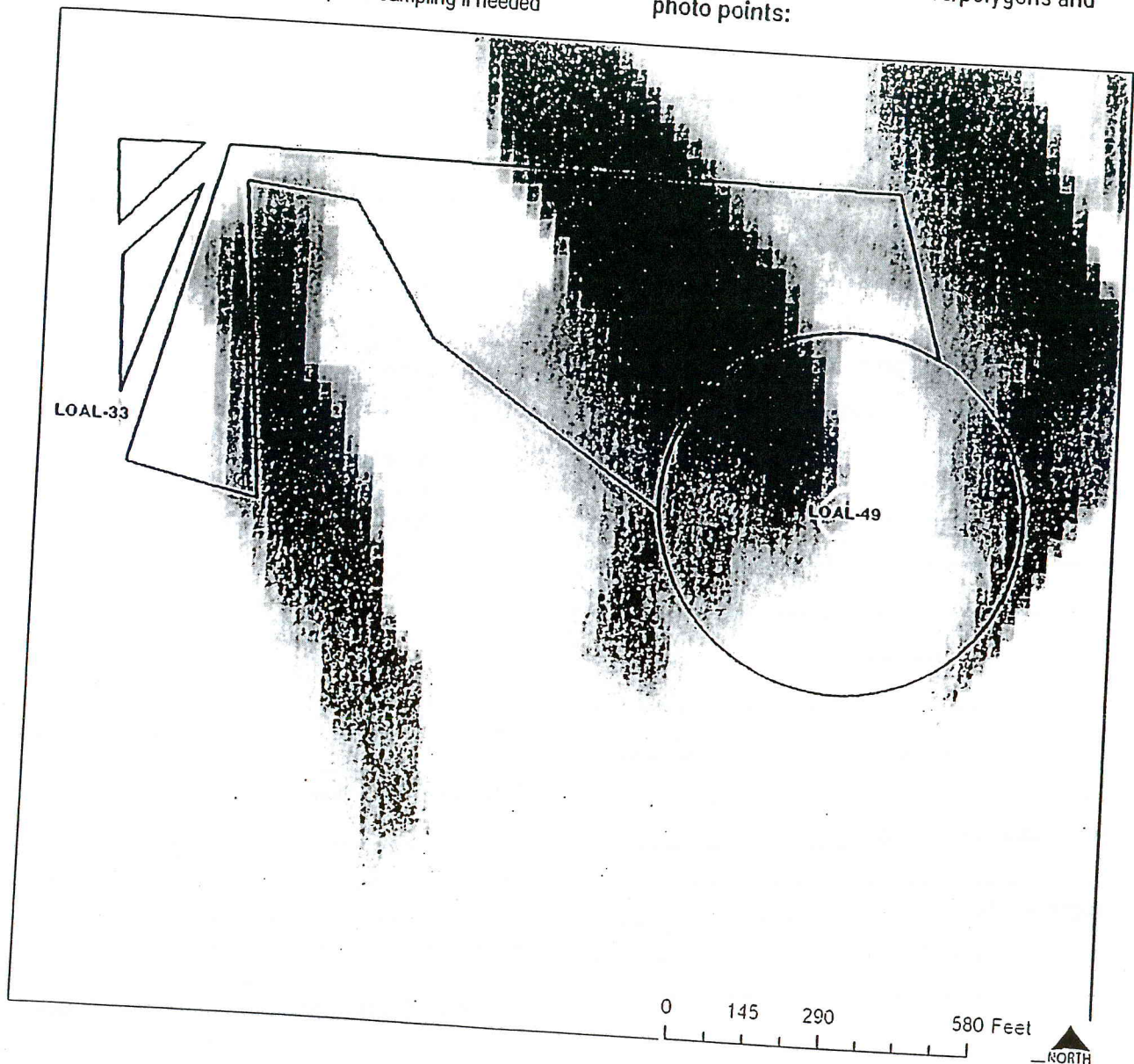
Year 6-10: Annual site visit, qualitative habitat inspection
Aquatic sampling twice, 3/1 to 5/31 (odd Yrs)

Year 10+: Annual site visit, qualitative habitat inspection
Yr 10 or 11: Final aquatic sampling if needed

Field gear recommended:

- Camera
- Dip net
- Rubber boots
- Site map
- Field guides
- Yard/meter stick
- Binoculars
- Decontaminant

Sketch of vegetation clusters/polygons and
photo points:



DATA TO BE COLLECTED ON SITE 2 of 2

Pond conditions:

Current Weather: _____

Wetted Pond surface area (approx): _____

Pond depth at center (approx): _____

Pond depth at 2 feet in from wetted edge (Measure 4 times at cardinal directions)

N _____

E _____

S _____

W _____

Turbidity: _____

Last significant rainfall: _____

Erosion problems? _____

Vegetation:

% Cover at pond margin to 30 ft: _____

% Weeds at pond margin to 30 ft: _____

Dominant species:

Restoration planting notes: _____

Irrigation notes: _____

Wildlife:

Mammal burrows: Y / N

Approx # burrows per 100 ft²:

Evidence of Cattle (trails, tracks, droppings, etc):

Cattle trail accessible? _____

Bullfrogs? _____

Aquatic invertebrates? _____

Dip Netting: Y / N. CTS*²: Y / N

Number of sweeps: _____, Time Spent: _____

Aquatic species observed:

Inspect terms of easement for evidence of:

Row crop ?

Disking/Plowing ?

Excavation ?

Construction ?

Heavy off-road vehicle usage ?

Pesticide application ?

New roads ?

Dumping/disposal ?

New fencing ?

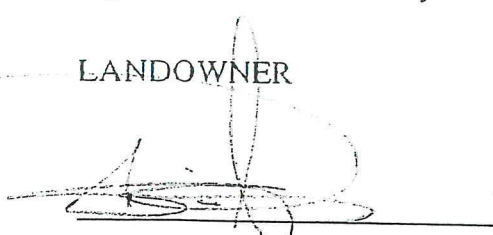
Weed outbreaks:

Recommended actions:

*² If Yes, collect size and age class information for each CTS.

Agreed to and executed by:

LANDOWNER



Sonia Chantal Anderson

UNITED STATES FISH AND WILDLIFE SERVICE

By: _____

[signatures continue on following page]

COUNTY OF SANTA BARBARA

ATTEST:

CHANDRA L. WALLAR
CLERK OF THE BOARD


By: _____
Chair, Board of Supervisors

Date: _____

By: _____
Deputy

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL


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

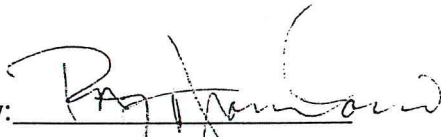
By: 
Edward E. Yates
Deputy County Counsel

By: 

APPROVED:

APPROVED:

By: 
Ronn Carlentine,
Real Property Manager

By: 
Ray Aromatorio, ARM, AIC
Risk Manager