

# SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Agenda Number:**  
**Prepared on:** 3/04/02  
**Department:** Planning & Development  
**Department No.:** 053  
**Agenda Date:** 3/19/02  
**Placement:** Administrative  
**Estimate Time:** 5 min.  
**Continued Item:** NO  
**If Yes, date from:**

**Document FileName:** G:\GROUP\COMPLI\WP\LLA\Sedgwick  
BoardFolder\92LA026SedgwickRanch  
BoardLetter-E-Mail-2.DOC

**TO:** Board of Supervisors

**FROM:** John Patton, Director

**STAFF** Analise Merlo, Planner II

**CONTACT:** Ext. 6257

**SUBJECT:** Purchase Order for services with the Land Trust for Santa Barbara County to monitor the Agricultural Easement on the Sedgwick Ranch

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## Recommendation(s):

That the Board of Supervisors:

Approve funding source for services with the Land Trust for Santa Barbara County to monitor the Agricultural Easement Conditions of Approval for the Sedgwick Ranch.

## Alignment with Board Strategic Plan:

The recommendation(s) are primarily aligned with actions required by law or by routine business necessity.

## Executive Summary and Discussion:

The Land Trust for Santa Barbara County has offered to carry out a monitoring program on the Sedgwick Ranch for compliance with terms of an agricultural conservation easement by completing 2 annual monitoring reports (see attached letter). The monitoring reports are to verify that: 1) the landowner's uses of the property are consistent with the specific provisions of the agricultural easement; 2) that the agricultural, open space, scenic and biological resource values cited in the easement are being preserved and protected. The services would include: site evaluations, improvement plan review, and preparation of a monitoring report to be submitted to the County and the University of California. The Land Trust's estimated cost to complete each

monitoring report is \$600.00. The County would be responsible to pay for the monitoring. After the second monitoring report, a recommendation will be made for an ongoing monitoring program.

In 1997, the Santa Barbara County Board of Supervisors accepted the grant of an Agricultural Conservation Easement on the Sedgwick Ranch that is owned by University of California (UCSB). Grants for the acquisition of the conservation easement used funds authorized by the California Wildlife, Coastal and Park Land Conservation Bond Act of 1988 (Prop 70). By acceptance of the grant, the County agreed to honor the intentions of the landowners to “preserve and protect in perpetuity the agricultural, open space, scenic, cultural and biological resources values of the Property”.

On November 11, 2001, the Board of Supervisors directed staff to negotiate contractual documents with the Land Trust for Santa Barbara County to monitor the Sedgwick Ranch agricultural easement and return to the Board for approval and execution as appropriate.

In a prior action, the Board of Supervisors, on February 23, 1993, approved the Sedgwick Ranch Lot Line Adjustment (92-LA-026) which contained conditions of approval requiring the ranch to be monitored by the County of Santa Barbara regarding future structures, setbacks (from creeks, vernal pools, ponds, and marshes), archaeological resources, protection of oak woodlands, earthquake standards, soils study, oil well abandonment and recordation of two (2) agreements (merge the lots and conditions to apply to all the Sedgwick lots). As proposed, the future monitoring of these lot line adjustment conditions (resulting from future development) are not included as a part of the Land Trust purchase order. County Compliance staff will coordinate with the Land Trust to conduct joint site visits such that monitoring would cover conditions of the lot line adjustment as well as the agricultural conservation easement.

**Mandates and Service Levels:** Acquisition of the agricultural conservation easement was not mandated. A condition of the easement accepted by the County was that compliance with easement conditions would be monitored.

**Fiscal and Facilities Impacts:** Funds for the purchase order are available in Department 990, Program 7200, Fund 0001. The cost would be \$1200 for the first fiscal year which would allow two inspections with a report following each. Further monitoring is not budgeted at this time but will be considered for inclusion in the 2003-04 budget cycle. Planning and Development will monitor compliance with 92-LA-026 conditions as part of its existing compliance program funded through the adopted budget.

**Special Instructions:** Forward minute order to Judy Sandoval in County Administrator’s Office for requisition of purchase order.

Case Name: Sedgwick Ranch Monitoring Purchase Ord.

Agenda Date: 3/19/02

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**Concurrence:** County Administrator

**Attachments:**

1. Proposed Work Program – by The Land Trust for Santa Barbara County
2. The Land Trust for Santa Barbara County letter dated 2/21/01
3. Sedgwick Ranch Amended and Restated Grant of Agricultural Conservation Easement dated 12/12/97

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**Proposed Work Program- Sedgwick Ranch Monitoring**  
**By**  
**Land Trust for Santa Barbara County**

The following work program would be performed by the Land Trust for Santa Barbara County in order to comply with conditions of the recorded “ Amended and Restated Grant of Agricultural Conservation Easement”, dated December 10, 1997.

The Land Trust shall inspect two times during the life of this Purchase Order the agricultural easement in a manner that addresses the following commitments in the Easement:

1. Retain land predominantly in its natural, scenic, historical, agricultural, forested or open-space condition. At least 200 acres of the property shall be used for agricultural purposes.
2. Enable the property to remain in agricultural use by preserving and protecting in perpetuity the property’s agricultural values, character, use and utility including soil and water quality, and to prevent any use of the property that would significantly impair or interfere with the agricultural values of the property.
3. Protect and preserve in perpetuity the property’s open space, scenic, cultural and biological resources values to the extent those values are also consistent with continued agricultural use of the property.

Land Trust Services would include the following elements:

1. Organize and participate in the site evaluation
2. Review property improvement plans
3. Prepare monitoring reports and forward to the County and the University of California

rcd 2/22/01



## The Land Trust for Santa Barbara County

February 21, 2001

Supervisor Gail Marshall  
County of Santa Barbara  
1745 Mission Drive  
Solvang, CA 93463

RE: Sedgwick Reserve Conservation Easement Monitoring

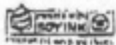
Dear Supervisor Marshall:

On behalf of the Land Trust board of trustees, I am writing to offer the assistance of the Land Trust in fulfilling the monitoring requirements for the Sedgwick Reserve conservation easement that is held by the County of Santa Barbara. As the Sedgwick Reserve is in the Third District, we request your assistance in forwarding this letter through the appropriate channels for County review.

The original Sedgwick Ranch conservation easement was signed in late 1994 and recorded on February 3, 1995. During 1995-97, while raising funds to acquire the Sedgwick Heirs Parcel, the Land Trust leased the property, performed site visits and compiled monitoring reports of the conservation easement. In December 1997, a restated deed of conservation easement was signed and recorded when fee title to the Sedgwick Heirs Parcel was transferred to the University of California. At this point, the Land Trust's role as lessee of the Heirs Parcel terminated, and monitoring of the conservation easement became the responsibility of the County as grantee of the easement.

While the County has appointed and participated in the Agricultural Oversight Committee required by the easement, it is our understanding that this committee's function is limited to reviewing agricultural practices and research within the defined agricultural acreage (200 of the 783 total acres). This committee apparently serves a part of the monitoring function, but not all of it. No formal monitoring reports covering the full scope of the easement have been completed since 1997. We view this as a significant oversight that needs to be corrected, and propose to assist the County in doing so.

Typically, the holder of a conservation easement conducts a thorough site visit and completes a monitoring report at least annually, and more frequently if warranted by the type and level of human activity on a conservation property. The monitoring report is to verify that the landowner's uses of the property are consistent with the specific provisions of the easement, and that the agricultural, open space, scenic and biological resource values cited in the easement are being preserved and protected. Significant natural and human-induced changes to the land are mapped and photographed. Any actual or potential violations are documented in the monitoring report, with recommendations for corrective action forwarded to the landowner, or to the governing body of the easement holder as appropriate. Pursuant to conservation easement Exhibit B, item 3, easement



compliance monitoring also includes reviewing landowner-proposed construction projects (i.e. new structures, roads, agricultural improvements) to determine their consistency with the easement.

To help resolve this matter, the Land Trust would like to offer its services in the monitoring of this conservation easement. As you know, our organization has a long-standing interest in the Sedgwick Reserve, having led efforts to acquire the Heirs Parcel and to negotiate the conservation easement between the County and the University of California. We have many years of experience monitoring easements on over a dozen other agricultural, open space and natural resource properties.

We propose to carry out the monitoring program by completing 1-2 annual monitoring reports under contract to the County. We estimate the cost to complete these reports at \$600 per report. The decision to monitor more than once per year should be based on the level of current and proposed activity at the Reserve. Our services would include Land Trust staff to organize and participate in the site evaluation (assisted by volunteer members of our board or advisory council), to review property improvement plans, and to prepare a monitoring report to be submitted to the appropriate County department, and then forwarded to the University of California.

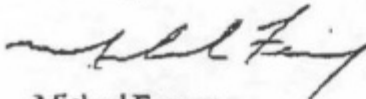
The Land Trust role would be limited to monitoring the property and communicating the results and recommendations to the University and the County. We do not propose to conduct follow-up compliance or enforcement activities, as the legal authority and responsibility for any needed enforcement clearly is the purview of the County as easement holder.

The above cost estimate does not include providing specialized technical evaluations which may be required to analyze land use activities for easement compliance (e.g. agricultural, biological, engineering, water quality or similar analyses). The County has staff well qualified to address such concerns should they arise. We would want to have our monitoring agreement provide for access to such staff expertise on a limited basis if needed for technical support during or after monitoring visits.

Should the County decide that some alternative to the Land Trust's offer is preferred, we would like to know how and when it will be implemented. The board of trustees of the Land Trust is anxious to know that the complete monitoring of this conservation easement will be carried out at least annually.

I am available to meet with you or your staff to discuss this matter in more detail. Thank you for attending to this important concern.

Sincerely,



Michael Feeney  
Executive Director

Recording Requested by  
FIRST AMERICAN TITLE

When Recorded Mail To:  
COUNTY OF SANTA BARBARA COUNTY  
General Services Department/Facilities Services  
County Courthouse, 1100 Anacapa Street  
Santa Barbara, California 93101  
Telephone: (805) 568-3474

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Santa Barbara |  
Kenneth A Pettit |  
Recorder |  
11:45am 30-Dec-97 | PUBL MF 16

Sedgwick Ranch  
Amended and Restated Grant of Agricultural Conservation Easement

THIS SEDGWICK RANCH AMENDED AND RESTATED GRANT OF AGRICULTURAL CONSERVATION EASEMENT is made this 12<sup>th</sup> day of December, 1997, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("LANDOWNER/GRANTOR"), in favor of the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("COUNTY/GRANTEE"), is hereby accepted by the undersigned parties and by such acceptance supersedes and completely replaces the prior SEDGWICK RANCH DEED OF AGRICULTURAL CONSERVATION EASEMENT affecting said property by and between F. BRIAN RAPP, EXECUTOR OF THE ESTATE OF ALICE DE FOREST SEDGWICK, DECEASED ("LANDOWNER/GRANTOR") and THE COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("COUNTY/GRANTEE"), as noted in the public record which recorded on February 3, 1995, in Santa Barbara County, California as Document Number 95-005990.

WITNESS THAT:

WHEREAS, LANDOWNER/GRANTOR is the owner in fee simple of certain real property in Santa Barbara County, California, more particularly described in "Exhibit A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, COUNTY/GRANTEE is a public agency, whose established policies include the preservation and protection of agricultural, open space, scenic, cultural and biological resources lands in Santa Barbara County, California; and

WHEREAS, COUNTY/GRANTEE in consideration for the payment of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000), previously acquired a Deed of Agricultural Conservation Easement ("Deed") from a prior owner of the Property (Brian Rapp, as Executor of the Estate of Alice De Forest Sedgwick) which easement was recorded on February 3, 1995, as Instrument #95-005990 in the office of the Santa Barbara County Recorder; and

WHEREAS, the Property possesses agricultural, scenic, cultural, biological resources and open space values of great importance to LANDOWNER/GRANTOR, the people of Santa Barbara County and the people of the State of California; and

WHEREAS, the Property has a history of being used for ranching and farming operations, contains significant areas with soil classifications designated as Srf (Shedd silty clay loam), SdA (Salinas silty clay loam) and SdC (Salinas silty clay loam) and has been identified by the Soil Conservation Service of the United States Department of Agriculture as farmland of statewide and local importance in accordance with the classification standards of that agency; and

WHEREAS, the Property possesses outstanding scenic and cultural qualities and consists, in part, of natural habitat for biological resources, including wildlife species, grasslands, coastal sage, grey pine and oak woodland, valley oak savannas and riparian habitat, the preservation and management of which is consistent with the present and continued use of the Property for agricultural production, educational, and scientific purposes; and

WHEREAS, LANDOWNER/GRANTOR intends that the Property be maintained in agricultural production and agricultural research and that the open space, scenic, cultural and biological values of the Property be preserved by educational and scientific uses and by the continuation of the agricultural and ranching uses that have proven historically compatible with such values; and

WHEREAS, the COUNTY/GRANTEE has established an Agricultural Element and other policies to help preserve Santa Barbara County's productive agricultural lands, including making grants for the acquisition of agricultural conservation easements using funds authorized by the California Wildlife, Coastal and Park Land Conservation Bond Act of 1988; and

WHEREAS, COUNTY/GRANTEE intends, by acceptance of the grant made hereby, to honor the intentions of LANDOWNER/GRANTOR to preserve and protect in perpetuity the agricultural, open space, scenic, cultural and biological resources values of the Property; and

WHEREAS, a Baseline Inventory has been prepared by the LAND TRUST FOR SANTA BARBARA COUNTY, a private nonprofit land conservation organization qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Service, describing the Property and its agricultural, scenic, cultural, biological resources and open space values, including existing man-made structures and improvements, as of February 3, 1995, the date of recordation of the original Easement and updated to the date of recordation of this Amended and Restated Easement;

NOW, THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California, including Sections 815-816 of the California Civil Code, LANDOWNER/GRANTOR does hereby grant to COUNTY/GRANTEE this Easement in gross in perpetuity over the Property of the nature and character and to the extent hereinafter set forth, and COUNTY/GRANTEE hereby accepts said Easement. LANDOWNER/GRANTOR and COUNTY/GRANTEE hereby certify that



the foregoing recitals are true and correct, and hereby incorporate them by this reference.

1. Purposes. The purposes of this Easement are:

(a) to enable the Property to remain in Agricultural Use by preserving and protecting in perpetuity the Property's agricultural values, character, use and utility including soil and water quality, (collectively "Agricultural Values") and to prevent any use of the Property that would significantly impair or interfere with the Agricultural Values of the Property; and

(b) to protect and preserve in perpetuity the Property's open space, scenic, cultural and biological resources values (collectively "Natural Values") to the extent those values are also consistent with continued Agricultural Use of the Property. "Agricultural Use" is described in Exhibit B.

2. Rights of COUNTY/GRANTEE. COUNTY/GRANTEE shall have the right to enforce the purposes of this Easement. In furtherance of such right, COUNTY/GRANTEE shall have the right to:

(a) identify, preserve and protect in perpetuity the Agricultural Values and the Natural Values of the Property. The Agricultural Values and the Natural Values of the property are hereinafter referred to collectively as "the Protected Values".

(b) enter upon, inspect, observe, and study the Property for the purposes of identifying the uses and practices thereon to determine whether they are consistent with this Easement. Such entry shall be permitted upon prior notice to LANDOWNER/GRANTOR, and shall be made in a manner that will not unreasonably interfere with LANDOWNER/GRANTOR's use and quiet enjoyment of the Property.

(c) prevent any activity on or use of the Property that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

(d) erect and maintain a sign or signs or other appropriate markers in prominent locations on the Property, visible from a public road, bearing information indicating that the Property is protected by LANDOWNER/GRANTOR and COUNTY/GRANTEE. The wording of the information shall be determined by LANDOWNER/GRANTOR and COUNTY/GRANTEE, jointly, but shall clearly indicate that the Property is not generally open to the public. COUNTY/GRANTEE shall be responsible for the costs of erecting and maintaining such sign(s) or marker(s).

3. Uses and Practices.

(a) COUNTY/GRANTEE and LANDOWNER/GRANTOR intend that, as provided in Civil Code section 815.1, the purpose of this Easement is to "retain land predominantly in its natural, scenic, historical, agricultural, forested or open-space condition." Accordingly, the

Property shall be used for Agricultural Use on at least 200 acres, as described more specifically in Exhibit B. Examples of uses and practices which are consistent with the purposes of this Easement, and which are hereby expressly permitted, are set forth in Exhibit B, attached hereto and incorporated herein by this reference. Examples of uses and practices which are inconsistent with the purposes of this Easement, and which are hereby expressly prohibited, are set forth in Exhibit C, attached hereto and incorporated herein by this reference. The uses and practices set forth in Exhibits B and C are not necessarily exhaustive recitals of consistent and inconsistent activities, respectively. They are set forth both to establish specific permitted and prohibited activities, and to provide guidance in determining the consistency of other activities with the purposes of this Easement.

(b) Current Uses and Practices. COUNTY/GRANTEE acknowledges by acceptance of this Easement that LANDOWNER/GRANTOR's present uses of the Property are compatible with the purpose of this Easement. The LANDOWNER/GRANTOR has updated a Baseline Inventory of the Property's relevant features and conditions to reflect the current uses of and practices on the Property. LANDOWNER/GRANTOR and COUNTY/GRANTEE recognize that changes in economic conditions, in agricultural technologies, in accepted farm and ranch management practices, and in the objectives of LANDOWNER/GRANTOR, may result in an evolution of Agricultural Uses and scientific and educational uses of the Property, and such uses shall be appropriate under the terms of this Easement provided they are not inconsistent with the purposes of this Easement.

4. Reserved Rights. In accordance with Civil Code section 815.4, all interests not transferred and conveyed by the instrument creating the easement shall remain in the grantor of the easement, including the right to engage in all uses of the land not affected by the easement nor prohibited by the easement or by law. Without intending to limit the generality of the foregoing, LANDOWNER/GRANTOR reserves to itself, and to its successors and assigns:

(a) 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 purposes of this Easement;

(b) all right, title, and interest in and to all tributary and non-tributary water, water rights, and related interest in, on, under or appurtenant to the Property, provided that such water rights are used on the Property in a manner consistent with the purposes of this Easement; and

(c) all right, title, and interest in subsurface oil, gas or minerals, provided 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 Values of the Property.

5. Agricultural Oversight Committee. COUNTY/GRANTEE has established an Agricultural Oversight Committee (the "Committee") to assist COUNTY/GRANTEE in assessing the commercial applicability of existing and proposed Agricultural Use. The Committee members shall be appointed by the Board of Supervisors, based upon their expertise in agriculture and/or agricultural research. The LANDOWNER/GRANTOR shall provide notice to the Committee prior

to any significant change in Agricultural Use on the Property. The Committee may review the Agricultural Uses for the Property as well as any significant changes proposed by LANDOWNER/GRANTOR which may affect the continuation of Agricultural Uses on the Property. If the Committee believes those proposals to be incompatible with the purposes of this Easement, the Committee may make recommendations to the Board of Supervisors regarding resolution of such inconsistent proposals. It is not the intent of this Easement to require that specific Agricultural Uses be followed, except that any practices presenting significant risks to soils or protected Natural Values may be prohibited.

6. Arbitration. If a dispute arises between the parties concerning the consistency of any existing or proposed use or activity with the purposes of this Easement, either party is encouraged to refer the dispute to arbitration as an alternative to judicial proceedings by request made in writing upon the other.

7. COUNTY/GRANTEE's Remedies. If COUNTY/GRANTEE determines that LANDOWNER/GRANTOR is in violation of the terms of this Easement or that a violation is threatened, COUNTY/GRANTEE shall give written notice to LANDOWNER/GRANTOR of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Property so injured. If LANDOWNER/GRANTOR fails to cure the violation within a thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, COUNTY/GRANTEE may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this 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 Easement or injury to any protected values, including damages for any loss thereof, and to require the restoration of the Property to the condition that existed prior to any such inquiry. If COUNTY/GRANTEE, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Protected Values of the Property, COUNTY/GRANTEE may pursue its remedies under this paragraph without waiting for the period provided for correction to expire. COUNTY/GRANTEE's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and LANDOWNER/GRANTOR agrees that COUNTY/GRANTEE's remedies at law for any violation of the terms of this Easement are inadequate and that COUNTY/GRANTEE shall be entitled to the injunctive relief described in this paragraph, both prohibited and mandatory, in addition to such other relief to which COUNTY/GRANTEE may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. COUNTY/GRANTEE'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.

7.1 Costs of Enforcement. Any reasonable costs incurred by COUNTY/GRANTEE in enforcing the terms of this Easement against LANDOWNER/GRANTOR, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by LANDOWNER/GRANTOR's violation of the terms of this Easement shall be borne by

LANDOWNER/GRANTOR. If LANDOWNER/GRANTOR prevails in any action to enforce the terms of this Easement, LANDOWNER/GRANTOR's reasonable costs of suit, including, without limitation, attorneys' fees, shall be borne by COUNTY/GRANTEE.

7.2 Discretion in Enforcement. Enforcement of the terms of this Easement shall be at the discretion of COUNTY/GRANTEE, and any forbearance by COUNTY/GRANTEE to exercise its rights under this Easement in the event of any breach of any term of this Easement by LANDOWNER/GRANTOR shall not be deemed or construed to be a waiver by COUNTY/GRANTEE of such term or of any subsequent breach of the same or any other term of this Easement of any of COUNTY/GRANTEE's rights under this Easement. No delay or omission by COUNTY/GRANTEE in the exercise of any right or remedy upon any breach by LANDOWNER/GRANTOR shall impair such right or remedy or be construed as a waiver.

7.3 Acts Beyond LANDOWNER/GRANTOR's Control. Nothing contained in this Easement shall be construed to entitle COUNTY/GRANTEE to bring any action against LANDOWNER/GRANTOR for any injury to or change in the Property resulting from causes beyond LANDOWNER/GRANTOR's control, including, without limitation, fire, flood, storm and earth movement, or from any prudent action taken by LANDOWNER/GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

8. Property Costs and Taxes. LANDOWNER/GRANTOR retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including costs associated with fire management regulations and maintenance of adequate comprehensive general liability insurance coverage. LANDOWNER/GRANTOR shall pay only those taxes, assessments, fees and charges levied by competent authority on the Property to the extent that the LANDOWNER/GRANTOR is not otherwise exempted therefrom. It is intended that the Easement shall constitute an enforceable restriction on the use of the Property within the meaning of Article XIII, Section 8 of the California Constitution and California Revenue and Taxation Code Section 402.1.

9. Indemnification. LANDOWNER/GRANTOR, shall hold harmless, indemnify, and defend COUNTY/GRANTEE and its employees, agents and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and ~~against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way~~ connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent of the adjudicated proportionate fault of any of the Indemnified Parties; and (2) the costs and taxes specified in Paragraph 8.

10. Public Access. No right of access by the general public to any portion of the Property is conveyed by this Easement. LANDOWNER/GRANTOR shall provide for limited and restricted public access to the Property for guided public education field trips supervised by the LANDOWNER/GRANTOR. The parties shall set forth the terms and conditions for such public

access in a written memorandum of understanding signed by LANDOWNER/GRANTOR, COUNTY/GRANTEE and The Land Trust for Santa Barbara County. In no event shall such public access interfere with other permitted uses of the Property.

11. Extinguishment. If circumstances arise in the future which render the purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the compensation to which COUNTY/GRANTEE shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined in accordance with Paragraph 13, unless otherwise provided by California law at the time of the extinguishment. COUNTY/GRANTEE shall use all such proceeds in a manner consistent with the purposes of Section 5709(b)(3) (H) of the California Wildlife, Coastal and Park Land Conservation Bond Act of 1988.

12. Amendment. If circumstances arise under which an amendment or modification of this Easement would be necessary to carry out the purposes stated above, the LANDOWNER/GRANTOR and COUNTY/GRANTEE may jointly amend this Easement. Any amendment shall be consistent with the purposes of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the Office of the County Recorder of Santa Barbara County.

13. Compensation. For the purposes of Paragraph 11 and 14, the parties stipulate that this Easement has a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value attributable to improvements made after the date of this grant) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall be \$1,200,000 to \$2,700,000, or 44.4%. This ratio shall remain constant.

14. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, COUNTY/GRANTEE shall be entitled to compensation in accordance with the ratios set forth in Paragraph 13, if not invalid under then existing law.

15. Assignment of COUNTY/GRANTEE's Interest. COUNTY/GRANTEE may assign its interest in this Easement only to a "qualified organization", within the meaning of Section 170(h) of the Internal Revenue Code of 1954, as amended, or any successor provision, and which is authorized to acquire and hold conservation easements under California law, upon obtaining the prior written consent of LANDOWNER/GRANTOR. Any assignment without such consent shall be void and of no effect. Such consent shall not be unreasonably withheld by LANDOWNER/GRANTOR. Any such assignment shall be recorded in the Office of the County Recorder of Santa Barbara County.

16. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California. Reference to specific statutory authority shall be deemed to include "as that statute may be amended from time to time."

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement and the policies and purposes of the California Conservation Easement Act of 1979, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this 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 Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, 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.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understanding, or agreements relating to the Easement, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of LANDOWNER/GRANTOR's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective beneficiaries, personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to such transfer shall survive transfer.

(h) Future Conveyance. LANDOWNER/GRANTOR agrees that reference to this Easement will be made in any subsequent deed or other legal instrument by means of which it conveys any interest in the Property (including but not limited to a leasehold interest).

(i) No Governmental Approval. No provision of this Easement nor the approval by the COUNTY/GRANTEE of this Easement shall constitute governmental approval of any improvements, construction or other activities which may currently exist or be permitted under this Easement.

(j) Notices. Any notice, demand, request, consent, approval, or other

communication that either party desires or is required to give to the other party shall be in writing and either delivered personally or sent by first class mail, postage prepaid, addressed as follows:

To LANDOWNER/GRANTOR:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
David N. Sheldon  
Vice Chancellor- Administrative Services  
University of California  
Santa Barbara, California 93106-2030  
Telephone: 805/893-3132  
Facsimile: 805/893-8837

WITH COPY TO:

Gordon Schanck  
Director, Real Estate Services Group  
University of California, Office of the President  
300 Lakeside, 9th Floor  
Oakland, California 94612-3550

To COUNTY/GRANTEE:

County of Santa Barbara  
General Services Department/Facilities Services  
County Courthouse  
1100 Anacapa Street  
Santa Barbara, California 93101  
Telephone: 805/568-3070  
Facsimile: 805/568-3249

or to such other address as either party from time to time shall designate by written notice to the other.

IN WITNESS WHEREOF, LANDOWNER/GRANTOR has executed this Easement, this 12<sup>th</sup> day of December, 1997. This Easement shall become effective upon the date of recordation and shall supersede and entirely replace the Deed.

LANDOWNER/GRANTOR:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:   
Michael Bocchio, Assistant Vice President

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of Alameda

On DEC 17, 1997 before me, Estelle Leighton Bryan, Notary Public,  
personally appeared MICHAEL BOCCIAICCHIO

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



WITNESS my hand and official seal.  
*[Signature]*  
Estelle Leighton Bryan, Notary Public

**OPTIONAL**

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

**Description of Attachment Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

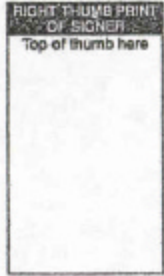
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

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



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA  
COUNTY OF SANTA BARBARA: ss

THIS IS TO CERTIFY THAT the interest conveyed by this Easement dated December 10<sup>th</sup>, 1997, by THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, to the COUNTY OF SANTA BARBARA, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on the 16<sup>th</sup> day of December, 1997, and that it shall supersede and entirely replace the prior Deed.

WITNESS my hand and official seal  
this 16<sup>th</sup> day of December, 1997.

MICHAEL F. BROWN  
CLERK OF THE BOARD

BY: *Joanna Bishop*  
Deputy Clerk



## EXHIBIT 'A'

### LAND DESCRIPTION

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

That portion of the Rancho La Laguna (sometimes known as Rancho La Laguna De San Francisco) in the County of Santa Barbara, State of California, described as follows:

Beginning at a 1/2 inch survey pipe set in the common boundary line between said Rancho La Laguna, and the Rancho Canada de Los Pinos or College Ranch from which a 3/4 inch survey pipe marking the Easterly terminus of that certain course shown as "N. 89°12'10" W., 5005.20 feet" on a map of survey, recorded in Book 26, Pages 79-80 of Record of Surveys, bears South 89°09'27" East 380.83 feet; thence 1st, South 89°09'27" East along said common boundary line between said last mentioned ranchos, 380.83 feet to said 1/2 inch survey pipe; thence 2nd, South 89°36'43" East continuing along said common boundary line, 2729.30 feet to a 1/2 inch survey pipe set at the Southwest corner of the tract of land described in the deed to Rhoden Investment Company, a corporation, dated October 27, 1947 and recorded in Book 756, Page 250 of Official Records, records of said County; thence Northerly along the Westerly line of said Rhoden Investment Company tract of land, the following courses and distances: 3rd, North 38°23'00" East 412.91 feet to a 1/2 inch survey pipe; thence 4th, North 19°36'00" East 717.15 feet to a 1/2 inch survey pipe; thence 5th, North 12°53'40" East at 896.50 feet to a 1/2 inch survey pipe, 1695.17 feet to a 1/2 inch survey pipe; thence 6th, North 02°55'49" East 1665.52 feet to a 1/2 inch survey pipe; thence 7th, North 43°27'33" West 685.53 feet to a 1/2 inch survey pipe; thence 8th, North 00°00'56" West 4568.85 feet to a 1/2 inch survey pipe; thence 9th, West leaving said Westerly line of said Rhoden Investment Company tract of land, 1299.73 feet to a 1/2 inch survey pipe; thence 10th, South 31°06'54" West 443.97 feet to a 1/2 inch survey pipe; thence 11th, South 15°35'18" West 2491.75 feet to a 1/2 inch survey pipe; thence 12th, West 3123.35 feet to a 1/2 inch survey pipe; thence 13th, South 1297.87 feet to a 1/2 inch survey pipe; thence 14th, South 46°11'11" East 1032.64 feet to a 1/2 inch survey pipe; thence 15th, South 842.88 feet to a 1/2 inch survey pipe; thence 16th, South 51°03'56" East 352.95 feet to a 1/2 inch survey pipe; thence 17th, South 153.34 feet to a 1/2 inch survey pipe; thence 18th, South 71°49'05" East 298.89 feet to a 1/2 inch survey pipe; thence 19th, South 57°04'00" East 361.92 feet to a 1/2 inch survey pipe; thence 20th, South 719.41 feet to a 1/2 inch survey pipe; thence 21st, South 29°30'07" East 308.66 feet to a 1/2 inch survey pipe; thence 22nd, South 1°40'14" East 1103.00 feet to a 1/2 inch survey pipe; thence 23rd, South 1°28'01" West 823.02 feet to a 1/2 inch survey pipe; thence 24th, South 17°50'30" West 150.29 feet to the point of beginning.

Said land is shown as Lot 1 on Map of Survey recorded in Book 146, Pages 32, 33 and 34 of Record of Surveys in the office of the County Recorder of said County.

## SEDGWICK RANCH CONSERVATION EASEMENT

### Exhibit B

#### Permitted Uses and Practices

The following uses and practices, if in accordance with applicable federal, state, and county laws and ordinances, though not necessarily an exhaustive recital of consistent uses and practices, are expressly permitted under this Easement, and they are not to be precluded, prevented, or limited by this Easement.

1. Agricultural Use (as described below), scientific activities (such as wildlife habitat preservation, restoration and management), education and research in environmental studies, agro-ecology and related fields, and compatible public uses.

2. Except as specifically prohibited in Exhibit C, any and all agricultural uses which take place on the Property in accordance with sound, generally accepted agricultural practices ("Agricultural Uses"). Agricultural Uses take place on the Property and include: breeding, raising, pasturing, and grazing livestock of every nature and description for the production of food and fiber, breeding and raising bees, fish, poultry, and other fowl; planting, raising, harvesting, and producing agricultural, aquacultural, horticultural, and forestry crops and products of every nature and description; ranching; intentionally resting acreage and leaving acreage fallow; Agricultural Research (as defined below); and the processing, storage, and/or sale, including direct retail sale to the public, of crops and products harvested and produced on the Property; provided that the processing, storage, and sale of any such crops or products that are not food, fiber, or plants shall require the consent of COUNTY/GRANTEE; and provided further, that Agricultural Uses are uses which shall not result in significant soil degradation, significant pollution or degradation of any surface or subsurface waters, and shall be consistent with the purposes set forth in paragraph 1 of this Easement. "Agricultural Research" means activities designed to improve the understanding and/or management of agricultural systems, including, for example, research on environmental factors and processes, cultivated and non-cultivated species, and management techniques affecting agricultural production and sustainability.

3. Maintenance, modification, expansion, and repair of existing structures, housing, fences, corrals, roads, ditches, and other improvements on the Property. Additional improvements accessory to the agricultural, educational, scientific, management, and residential use of the Property, including additional structures, housing, facilities and roads not inconsistent with the purposes of this Easement, shall be permitted. LANDOWNER/GRANTOR shall provide COUNTY/GRANTEE, acting in its proprietary capacity as the owner of the Easement, written notice of LANDOWNER/GRANTOR's intention to undertake the construction of such improvements, together with information on their size, function, capacity and location, not less than forty-five (45) days prior to the commencement thereof. Such notice shall be sent in accordance with Section 16(j) of this easement with copies to the 3rd District Supervisor and County Counsel both at 105 East Anapamu Street, Santa Barbara, California 93101. COUNTY/GRANTEE shall have thirty (30) days

from receipt of such notice to consent to the construction, which consent shall not unreasonably be withheld. In the event that the COUNTY/GRANTEE has not responded or otherwise objected to the construction specified in the notice, the COUNTY/GRANTEE will be deemed to have consented to such construction. Additional fencing deemed by LANDOWNER/GRANTOR to be reasonably necessary for ranching, agricultural, or scientific activities may be constructed without COUNTY/GRANTEE's consent. In the event of destruction, deterioration or obsolescence of any improvements, structures, housing, fences, corrals, roads, or ditches, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this paragraph, LANDOWNER/GRANTOR may replace the same with improvements or structures of similar size, function, capacity and location without COUNTY/GRANTEE's consent.

4. Development and maintenance of such water resources on the Property as are necessary or convenient for ranching, agricultural, irrigation, scientific, educational, and residential uses in a manner consistent with the purposes of this Easement.

5. Use of agrichemicals, including, but not limited to, fertilizers and biocides in those amounts and with such frequency of application necessary to accomplish reasonable grazing and agricultural purposes. Such use shall be carefully circumscribed near surface water and during periods of high ground water. LANDOWNER/GRANTOR agrees to comply with reasonable limitations to ensure that wildlife habitat and sensitive natural resources such as the Figueroa Creek riparian corridor are adequately protected from impacts associated with use of such agrichemicals or grazing.

6. Control of predatory and problem rodents and other animals by the use of selective control techniques.

7. Recreational use, including, without limitation, hiking, horseback riding, hunting and fishing, which require no surface alteration or other development of the land, provided such uses do not adversely affect the agricultural or open space and wildlife habitat uses of the Property.

8. Scientific and educational use, including conferences under the management of LANDOWNER/GRANTOR, provided such use is related to the conservation and improvement of the Protected Values of the Property.

9. Repair and improvement of the facilities, structures, trails and roadways on the Property, in order to improve safety and access in furtherance of the purposes of this Easement.

10. Controlled burning or emergency response to fires as part of a fire management plan.

11. Provision of utility easements to public and quasi-public utilities in furtherance of the purposes of this Easement.

12. Provision of management of water and mineral resources in a manner which will ensure conservation and protection of the Protected Values.

## SEDGWICK RANCH CONSERVATION EASEMENT

### Exhibit C

#### Prohibited Uses and Practices

The following uses and practices, though not necessarily an exhaustive recital of prohibited uses and practices, are inconsistent with the purposes of this Easement and are expressly prohibited upon or within the Property.

1. The impairment of the Protected Values recognized in this Easement.
2. The establishment of commercial or industrial uses, including the construction, placement, or erection of any commercial signs or billboards; provided, however, that neither ranching, agriculture nor the production or processing of food, fiber, or plant products as contemplated by the provisions of Exhibit B, shall be considered commercial or industrial use.
3. The construction, reconstruction, or replacement of any road or structure except as provided in this Easement, including without limitation, Exhibit B.
4. The division, subdivision, or de facto subdivision of the Property; provided, however, that a lease or leases of a portion or all of the Property for Agricultural Use shall not be prohibited by this paragraph.
5. The use of motorized vehicles, except that LANDOWNER/GRANTOR or others under LANDOWNER/GRANTOR's control may do so for LANDOWNER/GRANTOR's permitted uses of the Property. Any use of motorized vehicles off of established trails or roadways is prohibited except when necessary for maintenance of utilities, or for agricultural, education, scientific, conservation practices or emergency purposes.
6. The commercial harvesting of timber; provided, however, that LANDOWNER/GRANTOR shall have the right (i) to cut or collect firewood for the heating of ranch and residential facilities on the Property; (ii) to cut trees as necessary or desirable for agricultural, educational, scientific, or management purposes, for the construction of fences, and for the repair and construction of such buildings or other improvements on the Property as are allowed hereunder; and (iii) to develop and implement a long-range plan for the growing and harvesting of plants and trees in a manner that is consistent with the purpose purposes of this Easement, upon the express written consent of COUNTY/GRANTEE, which consent shall not be withheld unreasonably. Harvesting or removing of living mature native oak trees for any purpose shall be prohibited, except upon the express prior written consent of COUNTY/GRANTEE.
7. The dumping or other disposal of non-combustible refuse on the Property.
8. Agricultural or other uses, otherwise permitted under this Easement, which result in

significant degradation of topsoil quality or significant increase in the risk of erosion.

9. The use of the Property for construction or for operation of a golf course, commercial recreational facility, Christmas tree farm, animal feed lot, commercial poultry or hog facility, greenhouse except as the greenhouse may be used for educational and/or scientific purposes, commercial horse breeding or similar activity.

10. Agricultural or other activities within the riparian corridor of Figueroa Creek, (defined as the area between the top of the stream cut on the west and the top of the stream cut on the east of Figueroa Creek within the boundaries of the Property) except for passage of animals and equipment from one side to the other, or for educational or scientific activities.