

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE COMPANY

AND WHEN RECORDED MAIL TO:

THE LAND CONSERVANCY OF
SAN LUIS OBISPO COUNTY
547 Marsh Street
San Luis Obispo, CA 93401

APN: 113-160-004

(Space above line for Recorder's use only)

DEED OF CONSERVATION AND RESTRICTIVE EASEMENT

THIS GRANT DEED OF CONSERVATION AND RESTRICTIVE EASEMENT ("Easement") is made this ___ day of _____ 2012, ("Effective Date") by the COUNTY OF SANTA BARBARA, a political subdivision of the State of California having an address at 1105 Santa Barbara Street, Santa Barbara, CA 93101 ("Grantor"), in favor of THE LAND CONSERVANCY OF SAN LUIS OBISPO COUNTY, (LC Grantee), a California non-profit corporation qualified to do business in California, having an address at 547 Marsh Street, San Luis Obispo, CA 93401 and THE UNITED STATES OF AMERICA (US Grantee) (together, "co-Grantees").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property located in Santa Barbara County, California known as the Tognazzini Property, and more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"). Grantor intends to grant to co-Grantees an Easement over its Property; and

WHEREAS, the Property is approximately 171.6 acres that is currently vacant and in use for scenic open space and natural habitat; and

WHEREAS, Grantor is authorized to hold and manage real property, including the right to transfer certain rights and obligations to such real property; and

WHEREAS, LC Grantee is a "qualified organization" as defined by Section 170(h) (3) of the Internal Revenue Code and is eligible to hold this Easement pursuant to Section 815.3 of California Civil Code. LC Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Section 501(c)(3) of the Internal Revenue Code whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition; and

WHEREAS, the Property was acquired pursuant to funding provided by the National Oceanic and Atmospheric Administration's Coastal and Estuarine and Land Conservation Program; the California State Coastal Conservancy; the Guadalupe Natural Resources Restoration Trust Fund; the Santa Barbara Foundation; and, the United States of America's Department of Defense and Department of the Air Force under a Cooperative Agreement with the LC Grantee for the benefit of Vandenberg Air Force Base ("VAFB") made pursuant to 10 U.S.C. 2684a, making the United States a co-Grantee in this Easement. Grantor desires permanent protection of the Property by virtue of this Easement in order to guarantee the conservation intent and purposes of the above grants and donations; and

WHEREAS, on _____ 2012, the Board of Trustees of the Land Conservancy of San Luis Obispo County, the governing body for the LC Grantee, passed a resolution authorizing the acceptance of the Easement, and all the rights and responsibilities accruing therefrom, including monitoring, enforcement, stewardship, and the upholding of its conservation purpose; and

WHEREAS, the Grantor desires to conserve and protect the open space character of the Property for continued open space uses by donating to the co-Grantees, exclusively to serve this conservation purpose, this Easement which will restrict the future use of the Property to open space uses in perpetuity; and

WHEREAS, the conservation and protection of the Property for continued open space use will result in a significant public benefit, namely the dedication to perpetual open space usage of land that otherwise would be subject to other uses that could be deleterious to the open space characteristics of the Property; and

WHEREAS, in addition to the Property's important scenic open space values, the Property also contains significant geological, botanical, wildlife, and cultural resources defined in the Point Sal Reserve Final Management Plan (1991) as follows: Foredune Coastal Bluff Scrub, Central Dune Scrub, Freshwater Seep, Arroyo Willow Riparian Forest, Active Dunes, Central Coastal Sage Scrub, Dune Slack Pond and rare and endemic flora and fauna associated with these habitats; and, evidence of early Native American use as well as original homestead occupation. These resource values are considered to be of great importance to the people of the County of Santa Barbara, the State of California, and the United States of America; and

WHEREAS, Grantor intends that these scenic, open space, and geological, botanical, wildlife, and cultural resource values (collectively the "Conservation Values") of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to passive recreation uses such as sight-seeing, walking, hiking, outdoor education, research, and similar low intensity activities that do not significantly impair or interfere with those values; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to LC Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS, activities on the Property must be performed in such a way that the mission of Vandenberg AFB (VAFB) is protected from encroachment and such that there is no interference with current or future training, testing, or operations on or adjacent to VAFB.

WHEREAS, the specific Conservation Values of the Property, together with existing structures and improvements, are documented in a report dated _____ 2012, which inventories relevant features of the Property and is on file with both Grantor and the co-Grantees. The report, which is Exhibit B and is incorporated by this reference (the "Baseline Report"), consists of narrative description, maps, photographs, and other documentation that the parties collectively agree provides an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant.

WHEREAS, Grantor further intends, as owner of the Property, to assure the Property is vacated during periods of certain space operations that are necessary in order to provide for the safety of persons in the vicinity of launch operations trajectories and impact zones.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of California and in particular Sections 815 and 816 of the Civil Code - Conservation Easements and pursuant to Title 10 of United States Code Section 2684a, Agreements to Limit Encroachments, Grantor hereby voluntarily grants and conveys to the co-Grantees this Easement in gross in perpetuity over the Property, which shall be a servitude running with the land. Every provision of this Easement that applies to Grantor and co-Grantees shall also apply to and be binding upon their respective agents, heirs, beneficiaries, executors, administrators, successors, and assigns.

1. Purpose of this Easement Defined. The Purpose of this Easement is to assure that the Property, subject to the existing uses and reserved and conditional rights described herein, will be retained forever in its open space and natural habitat condition and to prevent any use within the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation those relating to passive recreational uses such as sight-seeing, walking, hiking, outdoor education, research, and similar activities that are consistent with the purpose of this Easement. It is further the purpose of this Easement to limit any development or use of the Property that would be incompatible with the missions at VAFB, or might interfere, whether directly or indirectly, with current or future training, testing, or operations on or adjacent to VAFB. In furtherance of this purpose this Easement is also to assure that the Property will be evacuated of all persons pursuant to the terms outlined in Exhibit C, Evacuation Agreement.

2. Affirmative Rights of Co-Grantees. To accomplish the purpose of this Easement, the following rights are conveyed to co-Grantees by this Easement:

- a) To preserve and protect the Conservation Values of the Property.

- b) To enter upon the Property, and make use of any access to the Property that Grantor has right to, at reasonable times, monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that such entry for monitoring purposes shall be upon prior reasonable notice to Grantors. Grantee, and Grantee's invited guests and designees, may also access the Property to study and make scientific observations, for educational purposes, and for passive recreational purposes in order to enhance awareness and understanding of the Conservation Values, provided that such uses are consistent with the terms of this Easement.
- c) To prevent any activity on or use of the Property that is inconsistent with the Purpose 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, pursuant to paragraph 8.
- d) To place signs upon publicly visible locations of the Property which identify the land as being protected by this Easement. The number and location of the signs are subject to Grantor's prior written approval.
- e) To install fencing around the perimeter of the property which prohibit cattle from entering the property from neighboring parcels. The extent and location of the fencing as well as the fencing materials to be used are subject to the Grantor's prior written approval.
- f) To access the Property in order to treat non-native invasive species, including but not limited to Veldt grass (*Ehrharta calycina*) and Jubata grass (*Cortaderia jubata*), and to conduct mitigation/restoration projects that are consistent with the Point Sal Reserve Final Management Plan (1991) that protect and enhance the Conservation Values of the Property.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a) Division, Subdivision, or partitioning of the Property in any way, whether by physical, legal or any other process.
- b) Residential, Commercial, and Industrial uses of any kind.
- c) New buildings, structures, or other improvements, other than those specified herein as reserved or conditional rights; the height of any structure may not exceed 80 feet from ground level.
- d) Waste dumps or dumping of any kind, except for the spreading of mulch, manure, wood chips, or other organic material for the purposes of soil building or erosion control.

- e) Coverage of land by asphalt, concrete, or other material that does not constitute a natural cover for the land.
- f) Alteration of the land surface through grading or soil dumping or trenching, except as may be necessary for activities related to reserved or conditional rights.
- g) Surface or subsurface mineral development or mining of any kind.
- h) Advertising signs or billboards of any kind.
- i) Cutting or removal of native trees, shrubs, or other vegetation on the Property, except as necessary for fire protection, thinning, elimination of diseased growth, and similar protective measures, and as necessary for fence, trail, and road development and maintenance.
- j) Placement of rip-rap or other fill material within the riparian areas surrounding the freshwater dune pond and un-named stream; the manipulation of any water course except as may be permitted for wildlife enhancement purposes; the diversion, extraction, or export of any water resources on or beneath the Property, regardless of any legal water right accrued by virtue of ownership of the Property.
- k) Any use that would substantially add to the risk of erosion.
- l) Installation of new above-ground utility systems, including, without limitation, water, sewer, power, fuel, and communication lines or towers and related activities and equipment.
- m) Motorized off-road vehicle use off of established roads, motorized off-road vehicle races, and the construction of motorized off-road vehicle courses.
- n) Recreational activities detrimental to the Conservation Values of the Property including uncontrolled camping, hunting, mountain-biking, and target shooting activities.
- o) Horseback riding or livestock grazing.
- p) Any lighting that may be dangerous, distracting, or misleading to aircraft operating from VAFB. This type of lighting includes, but is not limited to, strobe lights, non-emergency vehicle rotating beacons, or light sources above 16,000 lumens. Light sources above 16,000 lumens must be angled 15 degrees below the horizon.
- q) Operations of any type that produce smoke, glare, or other visual hazards that may be dangerous for aircraft operating from VAFB.

4. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their 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 Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a) Recreational activities, including hiking, sight-seeing and similar low intensity, passive uses.
- b) Educational activities and tours.
- c) The right to restore damage to the Property that may be caused by fire, flood, storm, earth movements, or acts beyond the Grantor's control.
- d) The right to maintain, repair, or replace all private roads, fences, trails, and structures depicted in the Baseline Report, in substantially the same size and location, that have been lawfully erected and maintained within the Property, and to continue any and all legally permitted uses pertaining to these amenities, provided that such repair or replacement does not substantially interfere or impair the Conservation Values.
- e) The right to undertake conservation practices within the Property which promote wildlife habitat functions or soil stabilization and reduce erosion in accordance with sound, generally accepted practices.
- f) The construction and maintenance of signs as necessary to inform users of the Property of its identity and regarding rules or activities that are acceptable within the Property or that provide educational or interpretive information.

5. Conditional Rights. The following uses and activities may be undertaken with approval of the LC-Grantee and adequate notice and coordination with US Grantee, as provided for in Paragraph 6 and in accordance with local, state and federal law.

- a) Construction and installation of new roads, trails, fences, or passive, recreational visitor amenities. All activities associated with such projects will be undertaken using best practices so as to minimize damage or disruption to the property. Appropriate mitigation/restoration activities shall be implemented.
- b) Construction and installation of beneficial restoration/enhancement projects.
- c) Construction of a backcountry ranger station and campsites at the Property's homestead site only, as identified in the Baseline Report, pursuant to LC-Grantee's determination of appropriate size, location, construction materials and methods that minimize impacts to the Property's Conservation Values.

6. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify co-Grantees prior to undertaking certain permitted activities, as provided in paragraph 5, is to afford co-Grantees an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Purpose of this Easement. Whenever notice is required, Grantor shall notify co-Grantees in writing not less than ninety (90) days prior

to the date Grantors intend to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit co-Grantees to make an informed judgment as to its consistency with the Purpose of this Easement.

7. Co-Grantee's Approval. Where a co-Grantees' approval is required, as set forth in paragraph 5, the co-Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request. The co-Grantees' approval may be withheld only upon a reasonable determination by the co-Grantees that the action as proposed would be inconsistent with the Purpose of this Easement. If co-Grantee does not respond to Grantors' written request to undertake certain permitted activities, as provided in paragraph 5, then such activity shall be deemed approved.

8. Co-Grantee Remedies. If either co-Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, either co-Grantee shall give written notice to 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 Purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from either co-Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fail to begin curing such violation within the thirty (30)-day period, or fail to continue diligently to cure such violation until finally cured, either co-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 Conservation Values protected by this Easement, including damages for the loss of any of the Conservation Values, and to require the prompt restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, LC-Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If LC Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, LC Grantee may pursue its remedies under this paragraph without waiting for the period provided for cure to expire. The co-Grantees' rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that co-Grantees' remedies at law for any violation of the terms of this Easement are inadequate and that either co-Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other remedies relied upon to which either 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. Co-Grantees' 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.

9. Costs of Enforcement. Any costs incurred by LC Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs of suit, attorneys' fees, expert witness fees, consultation fees and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in any action taken by

LC Grantee to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, expert witness fees, and consultation fees, shall be borne by LC Grantee.

10. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of either Grantee, and any forbearance by either Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by either Grantee of such term or of any of either Grantee's rights under this Easement. No delay or omission by either Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

11. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, prescription, or estoppel as to any actions by either Grantee hereunder.

12. Acts Beyond Grantors' Control. Nothing contained in this Easement shall be construed to entitle either Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or public health and safety resulting from such causes.

13. Access. The general public may access all or a portion of the Property, consistent with the terms and conditions of this Easement and reasonable regulation concerning said access and permitted uses.

14. Costs and Liabilities. Grantor retains all responsibility and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

15. Taxes. Grantor shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement, and shall furnish LC Grantee with satisfactory evidence of payment upon request. LC Grantee retains the right, but not the obligation, to pay all such Taxes if not paid in a timely manner by the Grantor, and shall be promptly reimbursed by Grantor upon request.

16. Hold Harmless. Grantor shall hold harmless, indemnify, and defend co-Grantees and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Grantee 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, unless due to the negligence of any of the Grantee Indemnified Parties; (2) hazardous substances or waste, and the liabilities and obligations of an "owner" or "operator" as defined and used in environmental law, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; and (3) the obligations specified in paragraphs 13 and 14.

LC Grantee shall hold harmless, indemnify, and defend Grantor and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Grantor 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 the existence or administration of this Easement, including the 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, unless due solely to the negligence of any of the Grantor Indemnified Parties.

17. Extinguishment. If circumstances arise in the future that render the Purpose 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. LC Grantee shall use its proceeds in a manner consistent with the Purpose of this Easement.

18. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and LC Grantee shall be entitled to compensation in accordance with applicable law. The interest of the US Grantee cannot be condemned.

19. Assignment. This Easement is transferable, but co-Grantees may assign their rights and obligations under this Easement only to an organization that is deemed mutually acceptable by both parties and that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under state statute (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the Purpose of this Easement continue to be carried out.

20. Subsequent Transfers. Grantor may transfer all or a portion of the Property only with written authorization from the co-Grantees. If such authorization is granted, Grantor further agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest or licensed use, and subject to the provisions contained in paragraphs 3 through 7. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

21. Amendment. This Easement may be amended only with the written consent of the Grantor (or current owner) and co-Grantees. Any such amendment shall be consistent with the purposes

of this Easement and shall comply with California Civil Code Section 815, et seq., any regulations promulgated in accordance with that section, or any other applicable laws. Any such amendment shall also be consistent with California law governing conservation easements. All amendments shall refer to this Easement and shall be recorded in the official records of the County of Santa Barbara. Grantor (or current owner) requesting the amendment shall reimburse Grantee for all expenses, including staff time and reasonable attorney's fees, incurred in preparing and executing the amendment.

22. Estoppel Certificates. Upon request by Grantor, co-Grantees shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

23. 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 first class mail, postage prepaid, addressed as follows:

To Grantor: Ronn Carlentine, Real Estate Services Manager
County of Santa Barbara
1105 Santa Barbara Street
Santa Barbara, CA 93101

To LC Grantee: Robert A. Hill, Executive Director
The Land Conservancy of San Luis Obispo County
P.O. Box 12206
San Luis Obispo, CA 93406

To US Grantee: 30 CES/CEAO, Chief of Asset Optimization
Bldg 11146 1028 Iceland Blvd
Vandenberg AFB, CA 93437

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

24. Recordation. LC Grantee shall cause the recordation of this instrument in timely fashion in the official records of Santa Barbara County, California, and may re-record it at any time as may be required to preserve its rights in this Easement.

25. General Provisions.

- a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California and applicable federal law
- b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of Purpose of this Easement, its Values, and the policy and purpose of the Conservation

Act of 1979. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose 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 and all exhibits set forth the entire agreement of the parties with respect to the Easement and supercedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- d) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of 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 personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity.
- 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 Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- i) 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. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

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TO HAVE AND TO HOLD unto co-Grantees, their successors, and assigns forever.

IN WITNESS WHEREOF Grantor and co-Grantees have set their hands on the day and year first written above.

COUNTY OF SANTA BARBARA:

By: _____
DOREEN FARR, CHAIR
BOARD OF SUPERVISORS

DATE: _____

GRANTOR
ACKNOWLEDGMENT

State of California
County of Santa Barbara

On _____ before me, _____,
(Name of 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.

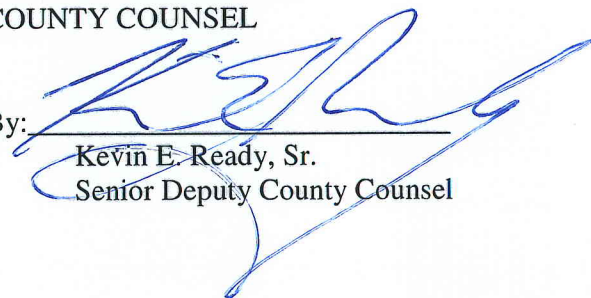
I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHANDRA L. WALLAR
CLERK OF THE BOARD

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: _____
Deputy Clerk
(Seal)
California Civil Code section 1189

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

THE LAND CONSERVANCY OF SAN LUIS OBISPO COUNTY:

By: _____
LISA WISE, PRESIDENT
BOARD OF TRUSTEES

DATE: _____

LC GRANTEE
ACKNOWLEDGMENT

State of California

County of _____

On _____, before me, a Notary Public,

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.

WITNESS my hand and official seal.

Signature _____

(Seal)

California Civil Code section 1189

SCHEDULE OF EXHIBITS:

Exhibit A – Legal Description of Property

Exhibit B – Baseline Report

Exhibit C – Evacuation Agreement

EXHIBIT A

Legal Description of Property

Real property in the County of Santa Barbara, State of California, described as follows:

Lots 3, 4, 5, and 6 of Section 27, Township 10 North, Range 36 West, San Bernardino Base and Meridian, in the County of Santa Barbara, State of California, as shown on official plat thereof filed in the District Land Office September 11, 1892.

Accepting therefrom any portion thereof included within the line of the tract of land described in decree quieting title recorded January 17, 1900 in Book 69, page 280 of deeds, records of said County.

APN: 113-160-004

EXHIBIT B

Baseline Report

Signed original copies of the Baseline Report are on file with both the Grantor and the Grantee.

EXHIBIT C

Evacuation Agreement

This EVACUATION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2012, by and between the UNITED STATES OF AMERICA (US Grantee), acting by and through the Secretary of the Air Force, and the County of Santa Barbara, a political subdivision of the State of California, (“Grantor”), simultaneously and as part of the Easement from the Grantor to Grantees.

WHEREAS the US Grantee maintains, operates, and conducts launch operations at Vandenberg Air Force Base, California and has determined that certain easements on the property owned by Grantor are necessary to implement certain range safety procedures and/or constraints in order to provide for the safety of persons in the vicinity of such operations during periods of certain launch operation activities.

WHEREAS, in order to implement the aforementioned safety procedures the US Grantee and the Grantor have made certain agreements herein.

WHEREAS, pursuant to the foregoing Easement and its Purpose, the Property will be retained forever in its open space and natural habitat condition and to prevent any use within the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation those relating to passive recreational uses such as sight-seeing, walking, hiking, outdoor education, research, and similar activities that are consistent with the purpose of this Easement.

WHEREAS, pursuant to the foregoing Easement and its Purpose, this Agreement is binding on and shall inure to the benefit of Grantor, its respective heirs, successors, assigns, devisees, administrators, representatives, and all other persons acquiring any part of the Property or interest therein. In the event the Grantor shall transfer any interest in the Property, it shall have no further duty owing to US Grantee hereunder to the extent of such interest and US Grantee shall look only to such successor for performance and not to Grantor thereafter.

NOW THEREFORE, in consideration for the safety of users or occupants of the Property in the vicinity of Vandenberg AFB, the Grantor and US Grantee hereafter set forth and agree to the following:

1. GENERAL PROVISIONS

A. Purpose. The purpose of this Agreement is to provide for the safety and security of users and occupiers of the Property subject to this Easement, prior to and during launch activities conducted in connection with the operations of Vandenberg AFB, at the direction of the Commander, 30th Space Wing, or his duly authorized designee.

B. Notice. Unless otherwise specified herein, all notices and communications given pursuant to this Agreement shall be given in writing by registered or certified mail, postage prepaid, and return receipt requested. Written, mailed notices shall be considered given when mailed. Notices shall be addressed as identified in paragraph 3.C of this Agreement. All notices issued pursuant to this Agreement shall be provided by and/or signed by duly authorized representatives of the US Grantee and the Grantor.

2. RESPONSIBILITIES OF THE GRANTOR AND US GRANTEE

A. Grantor agrees as follows:

(1) To warn and notify all users or occupants of the Property engaged in permitted uses to vacate the Property during launch operations for intermittent periods (“Closure Periods”), which shall not exceed twelve (12) consecutive hours for each event of evacuation, provided the US Grantee gives said Grantor or its designated representatives no less than a twenty-four (24) hour notice of the necessity to vacate said land as hereinafter provided. Warning and notification includes searching for and ensuring removal of users or occupants as necessary from the Property. The term “launch operations” as used herein shall be defined as those launch-related operations which may tend to expose the users or occupants to certain health and safety risks, as determined by the US Grantee.

(2) To notify US Grantee when Property has been cleared of users or occupants.

(3) Prior to entering into any lease, license or other agreement, the Grantor, or anyone claiming title through the Grantor as heir, beneficiary, successor, or assignee, shall give ninety (90) days prior written notice addressed to the Commander, 30 Civil Engineer Squadron, 1172 Iceland Ave, Bldg 11342, Vandenberg AFB, CA 93437-6011. Any such agreement shall incorporate the Easement terms, including this Agreement, advising such users or occupants of the Easement and its Purpose, requiring their participation in evacuation during Closure Periods as provided in this Agreement.

(4) Be solely responsible for the negligent and wrongful acts of Grantor’s agents or employees as such liability is established and specified under the law of the State of California or other applicable laws.

(5) Assume all risks of loss or injury or death to any users or occupiers that may occur due to Grantor’s failure to adhere to the evacuation requirements set forth in this Agreement. Grantor shall, at its expense, pay any settlements of, or judgments on, such claims arising out of its failure to adhere to the evacuation requirements set forth in this Agreement. As such, Grantor shall also indemnify and hold the US Grantee harmless against any and all judgments, expenses, taxes, liabilities, claims, and charges of whatever kind or nature that may arise as a result of Grantor’s failure to adhere to the evacuation requirements set forth in this Agreement.

(6) Provide US Grantee with written notice within thirty (30) days after the discovery by Grantor of any loss or damage to any of Grantor’s property located on the Property that Grantor may believe was caused by the US Grantee’s operations.

(7) Warrant that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an arrangement or understanding for a commission, percentage, brokerage or contingent fee.

(8) Obtain approval of any type of radio frequency transmissions that may be used or applied by any agency responding to or monitoring the Property.

B. US Grantee agrees as follows:

(1) To determine whether a scheduled launch operation at Vandenberg AFB will require notification to execute evacuation for the Closure Period.

(2) Through its designated representative, provide to the Grantor all required notices at the address and telephone number provided in this agreement.

(3) To provide to the Grantor a first notice, in writing and mailed to the Grantor, no later than three (3) calendar days in advance of any scheduled Closure Period.

(4) To provide to the Grantor notice of any changes to the time and date of the operation by telephone.

(5) To provide to the Grantor with a second notice by telephone twenty-four (24) to thirty-six (36) hours prior to the operation confirming the time of Closure Period.

(6) To provide to the Grantor a final notice by telephone three (3) hours prior to the start of the operation. This final notice confirms the beginning of the Closure Period.

(7) To provide, to the extent practicable under each pending launch operation, more advanced written notice to Grantor of the necessity to vacate the Property.

(8) To provide to the Grantor notification, by word of mouth at roadblock(s) and/or by telephone elsewhere, of when the launch operation is completed. Upon completion of the launch operation, the Grantor may re-open the Property for use as provided in this Easement.

(9) To be solely responsible for the negligent and wrongful acts of its agents or employees as such liability is established and specified under the Federal Tort Claims Act, Title 28, United States Code, as amended, and under other laws which may apply as determined by appropriate Federal authority

3. STANDARD PROVISIONS

A. Term. The term of this Agreement shall commence on the date of this Agreement is executed and delivered by Grantor and Grantee. It shall continue in effect, including any modifications hereto, so long as the Easement remains in effect.

B. Good Faith. The Grantor and US Grantee agree to work in good faith to fulfill the objectives of this Agreement

C. Notice. All notices required or permitted to be made pursuant to this Agreement shall be mailed or delivered via email or telephonically as follows:

If to the US Grantee by the Grantor:

Pertaining to Evacuation Notices:

Airspace and Offshore Manager

2 ROPS/DON

1602 California Blvd, Ste 165

Vandenberg AFB, CA 93437-5216

Telephone: (805) 606-3602

Email: 2ropsdon@vandenberg.af.mil

Pertaining to Agreement/Property changes:

30 CES/CEAO, Asset Optimization

1172 Iceland Avenue, Bldg 11432

Vandenberg AFB, CA 93437-6011

If to the Grantor by US Grantee:

Ronn Carlentine, Real Estate Services Manager

County of Santa Barbara

1105 Santa Barbara Street

Santa Barbara, CA 93101

Telephone: (805)

Copy to:

Robert A. Hill, Executive Director

Land Conservancy of San Luis Obispo County

547 Marsh Street

San Luis Obispo, CA 93401

Telephone: (805)

D. Cause of Action. This Agreement does not create any additional cause of action for consequences of launches that do not otherwise exist under law. This Agreement does not grant jurisdiction not already in existence under applicable law. This Agreement does not constitute a waiver of federal supremacy or sovereign immunity.

E. Entire Agreement. This Agreement contains the entire agreement between the US Grantee and Grantor relating to the evacuation of the Property as provided in the Easement purpose definition. Any oral representations or modifications concerning this Agreement shall be of no force and effect, and this Agreement may be amended or modified solely by a subsequent writing signed by parties to be bound thereby. Any modifications to this Agreement will be required to be recorded in the County Recorder's Office.

F. Construction of Agreement. The language of all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against the Grantor or US Grantee hereto. Headings at the beginnings of sections are solely for the convenience of the US Grantee and Grantor and are not part of the Agreement. The terms “hereof”, “hereto”, “hereunder”, “hereby”, and similar terms refer to the Agreement generally, rather than to the specific section in which such term is used. No failure of the Grantor or US Grantee to exercise any right or power given to Grantor or US Grantee hereunder or to insist upon strict compliance with the obligations hereunder shall constitute a waiver of the Grantor or the US Grantee’s right to demand strict compliance with the terms of this Agreement.

The US Grantee and Grantor have caused this Evacuation Agreement to be executed on the date set forth above simultaneously and as part of the Easement from Grantor to Grantees (US Grantee and LC Grantee).