

Recording requested by:

Santa Barbara County
General Services Department
Office of Real Estate Services

and when recorded, return
and mail tax statements to:

Santa Barbara County
General Services Department
Office of Real Estate Services
1105 Santa Barbara Street
Santa Barbara, CA 93101-6065

AS PER PURCHASER TO GOVERNMENT CODE SECTION 6103

SANTA BARBARA COUNTY A.E.N. 111-100-003

GRANT DEED

As a bona fide gift, for which the Grantor received nothing in return, THE LAND CONSERVANCY OF SAN LUIS OBISPO COUNTY, A CALIFORNIA NONPROFIT CORPORATION, hereby grants to THE COUNTY OF SANTA BARBARA, A MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, all of its right, title and interest in that property situated in the unincorporated area of the County of Santa Barbara, State of California, described as follows:

EXHIBIT "A" attached hereto and hereby incorporated

SUBJECT TO easements, assessments, offers to dedicate, covenants, conditions and restrictions of record, including Essential Deed Provisions described as follows:

EXHIBIT "B" attached hereto and hereby incorporated

Witness my hand this 20th day of May, 2008.

THE LAND CONSERVANCY OF SAN LUIS OBISPO COUNTY:

By: Robert A. Hill
Robert A. Hill, Conservation Director

State of CALIFORNIA,)
County of San Luis Obispo.

On May 20, 2009, before me, Catherine C. Dittman, Notary Public, personally appeared Robert A. Hill, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

Catherine C. Dittman

(Seal)

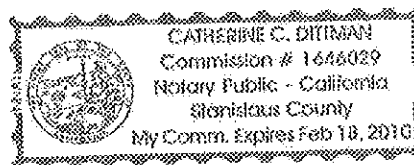


EXHIBIT "A"

Legal Description of Property:

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

Lots One and Two, and the Northwest quarter of the Northeast quarter of Section 34, Township 10 North, Range 36 West, San Bernardino Base and Meridian, in the County of Santa Barbara, State of California.

EXCEPTING therefrom an undivided one-half interest in and to all oil, gas, and other related hydrocarbon substances contained in, upon, or under the herein described premises, for a period of thirty years from the date thereof, and in the event that oil, gas, gasoline, or any related hydrocarbon substance or substances are found on said premises in paying quantities during said thirty year period, said grant shall not terminate at the end of said thirty year period but shall be perpetual; as contained in the deed from L.P. Scaroni, et ux., to Robert W. Huston, dated January 26, 1931 and recorded February 3, 1931 in Book 231 at Page 346 of Official Records of Santa Barbara County.

A.P.N. 113-160-005

EXHIBIT "B"

ESSENTIAL DEED PROVISIONS IN FAVOR OF THE CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD AND THE CALIFORNIA STATE COASTAL CONSERVANCY:

1. The real property was acquired by The Land Conservancy of San Luis Obispo County pursuant to a grant of funds from the Central Coast Regional Water Quality Control Board ("RWQCB") from the Guadalupe Oil Field Settlement Water Quality Project Trust (hereinafter "Trust"), through its Trustee, the National Fish and Wildlife Foundation for natural resource restoration and to benefit water quality and to protect the beneficial uses of ground water and surface water, and from a grant of funds from the State Coastal Conservancy, ("Conservancy"), an agency of the State of California, for the purpose of conservation of open space and dunes habitat, collectively referred to as the "acquisition purposes"; no use of the real property inconsistent with the acquisition purposes is permitted.

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

2. The real property (including any portion of it or any interest in it) may not be used as security for any debt without the written approval of the State of California, acting through the Executive Officers of the Conservancy and RWQCB or their successors.
3. The real property (including any portion of it or any interest in it) may not be transferred to any entity except the County of Santa Barbara without the approval of the State of California, through the Executive Officers of the Conservancy and the RWQCB, or their successors.
4. The grantee is obligated to use, manage, operate and maintain the real property as described in the "USE, MANAGEMENT, OPERATION AND MAINTENANCE" section of the Conservancy's Grant Agreement No. 07-090 as it may be amended from to time, and in a manner consistent with the acquisition purposes of the grant from the Trust. The Conservancy, the RWQCB, and the National Fish and Wildlife Foundation shall not be liable for any cost of such management, operation or maintenance. The grantee shall refrain from developing or otherwise using the real property in such a way as to interfere with or inconvenience the use, management, operations or maintenance of the real property or to detract from the acquisition purposes of the grant from the Trust. The grantee shall be excused from its obligations hereunder, including for management, operation and maintenance of the

real property, upon the transfer of the real property to a grantee who is a permitted grantee under paragraph 3 and who assumes the obligations hereof in writing.

5. The RWQCB and the Conservancy shall have reasonable access to the real property to monitor compliance with the essential deed provisions stated herein.
6. If the existence of the grantee ceases for any reason or if any of the essential deed provisions stated above are violated, all of the grantee's right, title and interest in the real property shall automatically vest in the State of California for the benefit of the Conservancy or its successor, upon acceptance of the real property and approval of the State Public Works Board and in the National Fish and Wildlife Foundation, upon its acceptance of the real property; provided, however, that the State, through the Executive Officer of the Conservancy, or its successor, and the National Fish and Wildlife Foundation with the approval of the RWQCB or its successor, may designate another public agency or a nonprofit organization to accept the right, title and interest, in which case vesting shall be in that agency or organization rather than in the State. Additionally, the National Fish and Wildlife Foundation and the Attorney General of the State of California acting on his own behalf or through the Conservancy and/or the RWQCB or their successors in interest, shall have standing to take any and all actions authorized by law to enforce the terms of the agreement in order to promote the acquisition purposes of the grant from the Trust and from the Conservancy. Nothing in this instrument shall be deemed to create a lien or right of reverter in favor of any third party.
7. The grantee shall promptly notify the RWQCB and the Conservancy of any eminent domain (public taking) proceeding affecting the real property, or any portion of it, and shall continuously provide the RWQCB and the Conservancy with copies of all relevant documents. If the grantee receives any "just compensation" payment as a result of the proceeding, whether by agreement of the parties or by court order, then the grantee shall promptly pay to the RWQCB and the Conservancy a share of the proceeds proportionate to the RWQCB and the Conservancy's contribution towards the purchase price of the real property.
8. This instrument shall run with the land.
9. No recreational off-road vehicle use or additional vehicular road development upon the real property shall be allowed.
10. The real property shall be managed and maintained so as to ensure ecological function and integrity of the natural resources for which the real property was acquired.

The Grantee understands and acknowledges that the restrictions set forth in EXHIBIT "B" to this Grant Deed impose no obligations whatsoever on Grantor and are specifically attached to this Grant Deed solely for the benefit of the Central Coast Regional Water Quality Control Board and the California State Coastal Conservancy and the Grantee accepts and agrees to be bound by the restrictions contained in this EXHIBIT "B".

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed, dated May 20, 2008, from THE LAND CONSERVANCY OF SAN LUIS OBISPO COUNTY, a California nonprofit corporation, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on June 3, 2008, and the County of Santa Barbara as grantee consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, 2008

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy Clerk