

Attachment A

Contract with The Trust for Public Land

**AGREEMENT BETWEEN THE COUNTY OF SANTA BARBARA
AND THE TRUST FOR PUBLIC LAND
AND ESCROW INSTRUCTIONS**

This Agreement is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the Trust for Public Land, a California non-profit public benefit corporation registered under Section 501.c.3 of the U.S. Internal Revenue Code (hereinafter referred to as "GRANTEE"), wherein COUNTY agrees to grant certain funds to GRANTEE for the purposes and on the conditions specified herein.

RECITALS

WHEREAS, GRANTEE submitted an application to the Coastal Resource Enhancement Fund ("CREF"), seeking money to partially fund the purchase of approximately 14.74 acres, known as Arroyo Burro Creek property, located to the west of Elings Park, and just north of the Arroyo Burro Estuary, Arroyo Burro Beach County Park, and the Douglas Family Preserve in the City of Santa Barbara, as shown on Exhibit "A", attached hereto and incorporated herein by reference, (hereinafter the "PROPERTY");

WHEREAS, The PROPERTY's approximately 14.74 acres of open space has natural resources and recreational value; and

WHEREAS, COUNTY has chosen to award GRANTEE a \$300,000.00 (three hundred thousand dollars) CREF grant to be paid towards acquisition of the PROPERTY once GRANTEE has secured all funds necessary to purchase and hold sole interest in the PROPERTY.

WHEREAS, GRANTEE has submitted a certified appraisal dated February 24, 2015 for the PROPERTY.

GRANT TERMS AND CONDITIONS

Now, therefore, in consideration of the mutual promises hereinafter set forth, it is agreed as follows:

1. **PURPOSE:** The purpose of this Agreement is to award GRANTEE a grant of CREF funds to be used towards purchase of the fee interest in the PROPERTY and subsequently, convey or cause to be conveyed a perpetual Conservation Easement over the PROPERTY to the COUNTY, the CALIFORNIA COASTAL CONSERVANCY, a political subdivision of the State of California ("CONSERVANCY"), and to the CALIFORNIA NATURAL RESOURCES AGENCY, a political subdivision of the State of California ("RESOURCES"), (hereinafter collectively "the Parties"), to be held jointly by the Parties, for the protection purposes of public access for passive recreation, open space preservation, riparian and wildlife habitat conservation and restoration, habitat for threatened and endangered species, and associated educational activities, in perpetuity. The Conservation Easement shall be the "Conservation Easement Deed and Agreement" attached hereto as Exhibit "B", incorporated herein by reference.

(a) **CREF GRANT FOR ACQUISITION**: COUNTY shall pay a total of three hundred thousand dollars (\$300,000.00) from the Coastal Resource Enhancement Fund, Fund #0063, Dept. #053, Program #5090, Account #7863, Project #1503 (hereinafter referred to as "Grant Funds") towards the purchase of fee interest in the PROPERTY, as further stipulated herein.

(b) **DEFINITION OF PROPERTY**: The three subject properties to be purchased with this grant are defined as: 14.69-acre of the current Assessor Parcel Number Book 47, Page 10, Parcel 64; 0.01-acre of the current Assessor Parcel Number Book 47, Page 10, Parcel 65; and 0.04-acre of the current Assessor Parcel Number Book 47, Page 61, Parcel 26, in the County of Santa Barbara, State of California, inclusive of maps in the office of the County Recorder of said County, hereinafter referred to as "PROPERTY", as shown in Exhibit "A", attached hereto and incorporated herein by reference.

(c) **CONSERVATION EASEMENT AREA**: The Conservation Easement area shall include the entire PROPERTY. The easement boundary is legally described and shown on Exhibit A" of this Agreement.

The land use restrictions and management measures applied to the Conservation Easement area shall be recorded through the Conservation Easement.

Upon GRANTEE'S acquisition of the PROPERTY, GRANTEE shall convey the PROPERTY pursuant to an acquisition agreement to the intended long-term steward, the City of Santa Barbara ("CITY"), which shall own and manage the PROPERTY.

2. **GRANTEE'S RESPONSIBILITY**: Provided the COUNTY meets its funding and escrow obligations described herein, GRANTEE shall pay the PROPERTY owner the necessary consideration for the purchase of the PROPERTY, acquiring fee interest in said PROPERTY. GRANTEE further agrees to subsequently convey the PROPERTY to CITY as the long-term steward of the PROPERTY. CITY shall immediately thereafter convey the Conservation Easement over said PROPERTY to the Parties (COUNTY, CONSERVANCY, and RESOURCES) as set forth in Exhibit "B" hereto.

(a) GRANTEE is purchasing the PROPERTY from a private party for four million dollars (\$4,000,000.00). Along with CREF Grant Funds in the amount of three hundred thousand dollars (\$300,000.00), GRANTEE shall have secured an additional amount of funds not less than three million seven hundred thousand dollars (\$3,700,000.00), plus escrow and title fees to obtain fee interest in the PROPERTY and to pay the escrow, title, and related fees and costs. Upon close of escrow, GRANTEE shall obtain an American Land Title Association owner's policy of title insurance covering GRANTEE's interest in the Property. Upon the conveyance of the Conservation Easement to the Parties, the Parties will obtain a California Land Title Association owner's policy of title insurance covering the Parties' interest in the Conservation Easement. Costs of each such policy shall be paid by GRANTEE.

(b) GRANTEE guarantees that, in the event a loan is obtained as partial purchase money for the PROPERTY, GRANTEE shall use other assets as collateral for the loan and shall not encumber the PROPERTY.

(c) The COUNTY must provide the certificate of acceptance of the COUNTY Board of Supervisors of the Conservation Easement and deposit the same into escrow for recording.

(d) GRANTEE shall enter into an acquisition agreement with CITY to convey the PROPERTY to CITY. The acquisition agreement shall include the following provisions:

i. Restrictions on use of the PROPERTY in the form of the Conservation Easement, attached hereto as Exhibit "B" of this Agreement. Amendments to the proposed Conservation Easement are permitted if approved by the Parties.

ii. A provision stating it is the specific intent of the parties and a material provision of the acquisition agreement that the City must cause the Conservation Easement to be recorded as set forth in Exhibit B, and the Conservation Easement must provide that the Conservation Easement is a perpetual encumbrance on the PROPERTY.

(e) GRANTEE represents and warrants to the County that to the best of GRANTEE's knowledge, after appropriate due diligence, including a title report, that there are no outstanding monetary or mechanic's liens to which the Conservation Easement will be subject, the foreclosure of which would cause the Conservation Easement to be extinguished.

3. COUNTY'S RESPONSIBILITY: COUNTY agrees to deposit into escrow the Grant Funds (\$300,000.00) to fund the purchase of the PROPERTY. At least one (1) day prior to the close of escrow, COUNTY shall deposit in escrow the Grant Funds (\$300,000.00). If for any reason COUNTY shall have deposited the Grant Funds (\$300,000.00) into escrow, and escrow shall have failed to close, the Grant Funds (\$300,000.00) shall be returned in its entirety to COUNTY within thirty (30) days of the date escrow was to have closed.

Notwithstanding any other provision of this Agreement, the maximum contribution of the COUNTY with regard to the CREF award and the terms of this Agreement shall not, under any circumstances, exceed the Grant Funds sum of \$300,000.00, which may only be used toward the purchase price of the PROPERTY. GRANTEE shall be responsible for all costs of acquisition, including escrow and title insurance fees and any portion of the purchase price in excess of the CREF Grant Funds.

4. ESCROW INSTRUCTIONS AND FEES:

(a) **OPENING OF ESCROW:** Upon execution of this Agreement by all parties, GRANTEE shall open an escrow, and shall deliver to the Escrow Officer a copy of this fully executed Agreement. This Agreement shall become a part of the Escrow and shall constitute the basic instructions between the COUNTY and GRANTEE to the Escrow Officer.

The parties agree to execute such additional instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Agreement. On behalf of the COUNTY, the Director of General Services Department, or designee, shall execute the necessary escrow instructions and/or additional instructions, which may be required to complete the closing of this real property transaction. On behalf of the GRANTEE, a Counsel or other duly authorized staff member, shall execute the necessary escrow instructions and/or additional instructions, which may be required to complete the

closing of this real property transaction. In case of conflict between this Agreement and any such escrow documents, the terms of this Agreement shall govern.

(b) **CLOSE OF ESCROW AND PAYMENT OBLIGATIONS:** Escrow shall close within sixty (60) days of the opening thereof, or on such other date as the parties may mutually agree in writing. The close of escrow shall occur upon the recordation of:

- i. The Grant Deed vesting fee title to the PROPERTY in GRANTEE,
- ii. The Grant Deed transferring fee title to the PROPERTY from GRANTEE to the CITY,
- iii. The Conservation Easement Deed and Agreement vesting title to the Conservation Easement in the Parties,
- iv. Release of purchase funding for the PROPERTY to the property owner, and
- v. Payment of all escrow-related fees and costs, including title insurance.

GRANTEE shall pay or cause to be paid all escrow and recording fees as well as the documentary stamp tax, if any, incurred in the conveyance of the Conservation Easement to the Parties. Said escrow and recording charges shall include any partial reconveyance and subordination fees as may be required. GRANTEE shall pay all escrow fees in the event that this escrow is canceled prior to the conveyance of the Conservation Easement to COUNTY.

(c) **ESCROW OFFICER'S OBLIGATIONS:** The escrow officer shall be responsible for the following:

- i. To obtain subordination or full reconveyance agreements from any holders of liens against the PROPERTY, provided that the PROPERTY owner shall cooperate with the Escrow Officer in obtaining such documents from any and all such creditors; and
- ii. To release to COUNTY a certified copy of the Conservation Easement Deed and Agreement prior to the close of escrow in order to receive "acceptance" by COUNTY's Board of Supervisors; and
- iii. To record the executed documents described in Section 4 (b) above, with the Santa Barbara County Recorder's Office, and deliver the recorded documents to the appropriate parties upon close of escrow; and
- iv. To issue a California Land Title Association owner's policy of title insurance covering County.

5. **GOOD FAITH DISCLOSURES BY GRANTEE:** GRANTEE shall make a good faith disclosure to COUNTY of any and all facts, findings, and information concerning the PROPERTY in GRANTEE's knowledge or possession, including without limitation historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard

area(s); special studies zones; zoning report; environmentally hazardous material such as asbestos, dioxins, oils, PCB's, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination. Any and all facts or information known to GRANTEE concerning the condition of the PROPERTY shall be delivered to COUNTY no later than thirty (30) days following COUNTY'S execution of this Agreement.

If such facts, findings or information provided by GRANTEE disclose conditions that adversely affect the continued or contemplated use of the PROPERTY and that COUNTY reasonably deems unacceptable, or if COUNTY otherwise discovers such facts or information which disclose such conditions, and GRANTEE is unwilling or unable to correct such conditions to the reasonable satisfaction of COUNTY or any governmental body having jurisdiction over the Property, then COUNTY, in its sole option, may terminate this Agreement. Within ten (10) business days of actual receipt of GRANTEE's disclosure information, COUNTY shall notify GRANTEE of any condition it deems unacceptable and the correction desired and shall ask GRANTEE, at GRANTEE'S expense, to correct the identified condition(s) to the reasonable satisfaction of COUNTY or any governmental body having jurisdiction over the PROPERTY. GRANTEE'S failure to make the requested corrections shall be grounds for termination of this Agreement.

Upon the close of escrow, copies of any and all original documents and/or information relating to the PROPERTY, to the extent they exist and are in GRANTEE'S custody, shall be delivered by GRANTEE to COUNTY. Nothing will obligate GRANTEE to provide any privileged documents or information or attorney work product.

6. TERMINATION: COUNTY shall have the right to terminate this Agreement only following GRANTEE'S failure to cure a material breach following ten (10) days written notice. GRANTEE shall have the right to terminate this Agreement at any time prior to the close of escrow, subject to the terms set forth herein. Should GRANTEE terminate this Agreement, it shall within thirty (30) days of notice of termination return all GRANT FUNDS to COUNTY, if such GRANT FUNDS were previously disbursed to GRANTEE, and pay COUNTY an additional sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) as partial reimbursement of COUNTY'S professional staff costs accrued in the preparation of this Agreement and its exhibits.

7. TIME OF PERFORMANCE: This Agreement shall expire June 30, 2016 unless GRANTEE enters into a binding escrow agreement as discussed in Article 4(b) and such escrow closes no later than sixty (60) days thereafter. COUNTY's Director of Planning & Development Department may extend the time of performance by up to one year for good cause.

8. DISCLAIMER BY COUNTY: Nothing in this Agreement is intended to or commits the COUNTY with regard to the approval or disapproval of any future land use, Comprehensive Plan, Zoning, CEQA, or their discretionary review or approval, in which the COUNTY as a governmental entity may be involved.

9. FINAL REPORT: GRANTEE agrees to provide within 45 days of the acquisition, a final report that includes the following:

- (a) brief summary of PROJECT's objectives and how these objectives were accomplished,
- (b) itemized list and support documentation of all expenses (including transaction costs) incurred to complete PROJECT, and
- (c) photographs showing PROJECT.

10. PERIOD FOR WHICH RECORDS ARE AVAILABLE: GRANTEE shall maintain all records regarding performance of this contract for a minimum of four (4) years after the close of escrow on Grantee's purchase of the PROPERTY. GRANTEE agrees that the COUNTY may, at any time during normal working hours and up to four (4) years after the full performance or termination of this contract, review or audit all records regarding performance of this contract.

11. INDEMNIFICATION: COUNTY shall have no authority or control over completion of PROJECT except as stipulated herein. GRANTEE shall defend, indemnify, and save harmless COUNTY, its agents, employees and officers from any and all claims, demands, damages, costs, and expenses (including attorneys' fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of GRANTEE or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities resulting solely from the negligent acts or omissions or willful misconduct of COUNTY. GRANTEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with the Agreement.

12. ALIENATION OR ASSIGNMENT: Neither party shall assign, subordinate, or transfer this Agreement or any right or duty hereunder without the other party's prior written consent. Any attempt to assign, sublet, subordinate or transfer in violation of this provision shall be void and without legal effect. Notwithstanding anything to the contrary contained in this Agreement, COUNTY consents and approves of GRANTEE'S intended transfer of GRANTEE's rights and obligations under this Agreement to CITY.

13. NOTICES: Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: County of Santa Barbara
Planning & Development, Energy & Minerals Division
123 E. Anapamu Street
Santa Barbara, CA 93101
Attn: Kathy McNeal Pfeifer, 568-2507
kathypm@countyofsb.org

AND

For all escrow related matters:

General Services Department

Real Property Division
1105 Santa Barbara Street, East Courthouse Wing, 2nd Floor
Santa Barbara, CA. 93101
Attn: Don Grady
dgrady@co.santa-barbara.ca.us
(805) 568-3065

To GRANTEE: The Trust for Public Land
101 Montgomery St., Suite 1100
San Francisco, CA 94104
Attn: Alex Size, Project Manager
Alex.Size@tpl.org
415-800-5275

Either party may change its point of contact by providing thirty (30) days written notice to the other party. The Director or Deputy Director may designate a new point of contact for COUNTY.

14. SECTION HEADINGS: The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

15. ACKNOWLEDGMENT: GRANTEE shall publicly identify in GRANTEE's newsletter (or equivalent printed or emailed publication) that includes a description of the transaction that the acquisition is partially financed by the "County of Santa Barbara's Coastal Resource Enhancement Fund (CREF), a partial mitigation of impacts from the following offshore oil and gas projects: Point Arguello, Point Pedernales, and Santa Ynez Unit." On a dedication sign located at the PROPERTY, GRANTEE shall publicly identify the "County of Santa Barbara's Coastal Resource Enhancement Fund." The obligation will survive the expiration or termination of this Agreement.

16. NON-PARTNERSHIP: This Agreement is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein.

17. REMEDIES NOT EXCLUSIVE: No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

18. NO WAIVER OF DEFAULT: No delay or omission of either party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to either party shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of that party.

19. **ENTIRE AGREEMENT AND AMENDMENT:** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

20. **SUCCESSORS AND ASSIGNS:** The provision of this Agreement shall be fully binding on all successors and assigns of the parties.

21. **CALIFORNIA LAW:** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in southern California, if in federal court.

22. **NONDISCRIMINATION CLAUSE:** GRANTEE shall abide by the Unlawful Discrimination Ordinance, Article XIII of Chapter 2 of the Santa Barbara County Code, as it may be amended from time to time, as if set forth fully herein.

23. **TAXES:** GRANTEE shall be responsible for payment of all taxes due as a result of the Agreement. GRANTEE's Federal Tax Identification Number is 23-7222333.

24. **CERTIFICATION OF SIGNATORY:** The signatory of this Agreement represents and warrants that he/she is authorized by the GRANTEE to execute this Agreement and that no additional signatures are required to bind GRANTEE to its terms and conditions or to carry out the duties contemplated herein.

25. **FACSIMILE SIGNATURES:** In the event that the parties hereto utilize facsimile or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of the electronic or facsimile transmission , except that funds shall not be released upon a scanned or facsimile signature nor shall scanned or facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

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This Agreement between the County of Santa Barbara and GRANTEE is executed at Santa Barbara, California, on the dates shown below and shall be effective when signed by all parties.

ATTEST:

MONA MIYASATO
Clerk of the Board

By _____
Deputy Clerk of the Board


APPROVED:

COUNTY

Peter Adam, Chair
County of Santa Barbara
BOARD OF SUPERVISORS

Date: _____

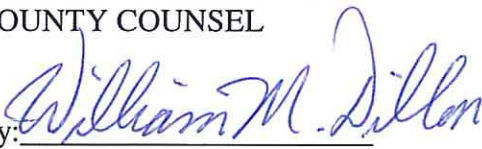
CREF GRANTEE



Eileen Chauvet, Counsel
The Trust for Public Land
CREF GRANTEE
Date signed: 1/14/2016

COUNTY APPROVAL AS TO FORM

MICHAEL C. GHIZZONI
COUNTY COUNSEL


By: 

William Dillon
Deputy County Counsel

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

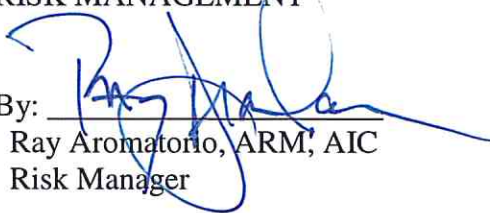
By: 

REAL PROPERTY

By: 

Don Grady,
Real Property Manager

RISK MANAGEMENT

By: 

Ray Aromatorio, ARM, AIC
Risk Manager

Exhibit A
LEGAL DESCRIPTION

That certain real property in the City of Santa Barbara, County of Santa Barbara, State of California described as follows:

Beginning at the southwesterly terminus of the 28th course as described in the Deed to Josephine M. Barnhill as "North 23° 06' 03" West, 136.46 feet" recorded December 23, 1959 as Instrument No. 43231 in Book 1699, Page 294 of Official Records of said County;

Thence, North 23° 06' 03" West along said 28th course, 94.3 feet to the intersection with the southwesterly line of Lot 1 of Tract 13,317 filed in Book 124, Pages 62 – 64 of Maps in the office of the County Recorder of said County;

Thence, South 41° 50' 13" East along the southwesterly line of said Lot 1, 77.0 feet to the most southerly corner of said Lot 1 being a point in the 27th course of the hereinabove referenced Barnhill Deed;

Thence, South 26° 06' 45" West along said 27th course as described in the above referenced Barnhill Deed, 32.7 feet more or less to the point of beginning.

Together with all of that real property described as Parcel One in the Deed from Michael A. Pellico, Stephen Pellico and Earl L. Brann and Raffaella M. Brann to Peak-Las Positas Partners recorded on March 30, 1999 at Instrument 99-025251, Official Records of Santa Barbara County described as follows:

Those portions of Lots 4, 5, and 5 ½, as described in the Final Decree of Partition entered October 12, 1886, in Action No. 1020 in the Superior Court of the State of California, in and for the County of Santa Barbara, entitled "Delia Hope, Plaintiff, vs. Rosa A. Bigley, et al., Defendants", and shown on the map accompanying the Commissioner's Report in Partition filed in said action on April 26, 1886, being a portion of the Rancho Las Positas y La Calera, in the County of Santa Barbara, State of California, described as follows:

Beginning at the Westerly terminus of the 34th course of the 158.77-acre tract of land shown on the map of a survey of "Portion of Rancho Las Positas y La Calera" filed in Book 46, Page 46, in Records of Surveys, in the Office of the County Recorder of said county; thence along the Southerly line of said tract of land, North 84° 03' 15" East, 413.55 feet to the true point of beginning;

Thence, along said Southerly line, North 84° 03' 15" East, 304.30 feet;

Thence, North 50° 40' 41" West, 5.234 feet;

Thence, South 83° 45' 21" West, 3.59 feet to a point in the Easterly line of said Lot 4;

Thence along said Easterly line, North 03° 44' 13" East, 552.32 feet to the Northeast corner of said Lot 4;

Thence, North 43° 33' 59" East, 72.60 feet;

Thence, North 28° 48' 59" East, 66.00 feet;

Thence, North 53° 33' 59" East, 66.00 feet;

Thence, North 35° 43' 59" East, 48.18 feet;

Thence, North 64° 56' 01" West, 42.91 feet;

Thence, North 61° 11' 01" West, 136.49 feet;

Thence, North 56° 54' 20" West, 27.29 feet;

Thence, North 30° 33' 20" East, 188.18 feet;
Thence, North 26° 06' 45" East, 260.17 feet;
Thence, North 23° 06' 03" West, 136.46;
Thence, North 75° 24' 28" West, 100.00 feet;
Thence South 30° 33' 20" West 878.38 feet;
Thence South 05° 56' 45" East, 674.89 feet to the true point of beginning;

EXCEPTION THEREFROM any portion not included within the lines of the land as described in the deed dated November 6, 1963, executed by Josephine M. Barnhill in favor of Laguna Apartments Associates, a limited Partnership, and recorded December 12, 1963 as Instrument No. 52673 in Book 2025, Page 1198 of Official Records in the Office of the Recorder of said county.

ALSO EXCEPTING THEREFROM an undivided one-half of all oil, gas and other hydrocarbon substances within and under, or that may be hereafter produced, saved, sold, delivered or recovered from that portion of said land lying at or below a depth of 500 feet from the surface thereof, without, however, any right to use the surface of said land or any part of the subsurface of said land or any part of the subsurface thereof lying above a depth of 500 feet below said surface, except, however the right to sink or drill oil and gas wells and otherwise mine said Portion of said land for the purpose of obtaining oil, gas or other hydrocarbon substances therefrom from a one acre site on the surface of said land, the location on said site to be determined by agreement between Grantors, their heirs, assigns or successors, and the Grantee, its heirs, successors or assigns, as reserved and set forth in the Deed from Mildred S. Kielty, Mural M. Baron, Arthur George Elkington, Harold E. Ring, who acquired title as Rev. Harold J. Ring, S.J. James Edward Elkington Rev. O.A. Villa, S.J., recorded June 2, 1959 as Instruments No. 17782, 17783, 17784, 17785, 177786 and 17787 in Book 1631, Pages 336, 339, 342, 345, 348 and 351, respectively, of Official Records, and in Deed from James Ervine Elkington, Lillian Elkington and Lillian A. Elkington, Recorded June 2, 1959 as Instrument No. 17788 in Book 1631, Page 354 of Official records.

Together with that portion of the property described in the Deed from P. Stan Fard to Michael Bollag recorded February 9, 1993 at Instrument 93-010157, Santa Barbara County Official Records described as follows:

Commencing at the most Westerly corner of said Lot 5-1/2, being a 2-inch brass cap monument "Phelan" set in the Northerly line of Lot 60 as shown on the Map of Campanil Hills, Unit Three, filed in Book 76, Page 32 of Maps, in the Office of the County Recorder of said County;

Thence South 38° 46' 15" East along the common boundary line of said Lot 5-1/2 and Lot 4 of said Partition, 1,487.71 feet to a 2 inch brass cap monument "Phelan" being a point in the

Northeasterly line of Lot 7 as shown on the Map of California Hills, Unit Four, filed in Book 92, Page 71 of Maps, in the Office of the County Recorder of said County;

Thence South 50° 52' 55" East, along said boundary line 641.49 feet;

Thence South 61° 24' 25" East, along said boundary line 478.83 feet;

Thence North 84° 03' 05" East, along said boundary line to intersect a point in the Westerly line described as "South 5° 56' 45" East, 674.89 feet" in the Deed to Robert W. Mantle, et al., recorded December 12, 1963, as Instrument No. 52674 in Book 2025, Page 1198 of Official Records, records of said County;

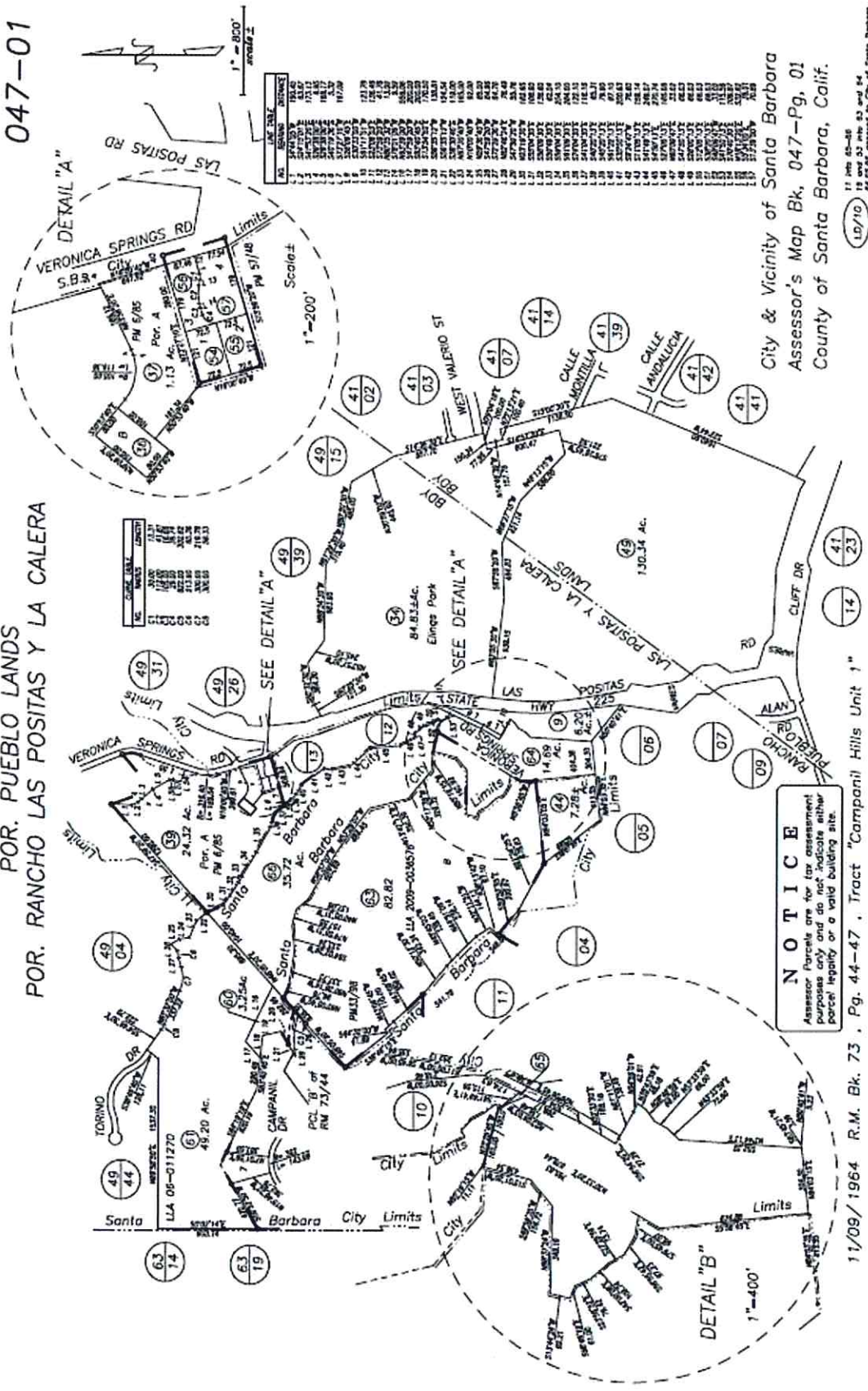
Thence along the boundary line of said Mantle, et al, Tract the following courses: North 5° 56' 45" West, and North 30° 33' 20" East 878.44 feet to the point of beginning, said point also being

a point in the Southerly line of the tract of land described in the Deed to Josephine M. Barnhill recorded December 23, 1959, as Instrument No. 43231 in Book 1699, Page 294 of Official Records, said point being distant South 75° 25' 45" East, 165.00 feet from the Westerly terminus of that certain course described as North 75° 24' 28" West, 265.00 feet" in the Deed to Barnhill; Thence along the boundary line of said Barnhill Tract North 75° 25' 45" West, 165.00 feet; Thence North 85° 19' 15" West, 11.11 feet; Thence leaving the above described boundary line of the Mantle, et al tract the following courses:
South 15° 01' 20" West, 219.67 feet;
South 49° 59' 35" West, 156.72 feet;
North 88° 37' 24" West, 394.19 feet;
South 13° 44' 24" West, 92.21 feet;
South 68° 48' 19" East, 61.00 feet;
South 23° 56' 52" East, 79.42 feet;
South 42° 00' 08" East, 109.74 feet;
South 27° 28' 59" East, 73.74 feet;
South 58° 55' 42" East, 97.23 feet;
South 79° 45' 00" East, 96.07 feet to a point in the above described boundary line of lands of Mantle;
Thence along said boundary line North 30° 33' 20" East, 765.83 feet to the point of beginning.

APN: 047-010-64, 047-061-26 and 047-010-065

047-01

POR. PUEBLO LANDS
 POR. RANCHO LAS POSITAS Y LA CALERA



City & Vicinity of Santa Barbara
 Assessor's Map Bk. 047-Pg. 01
 County of Santa Barbara, Calif.

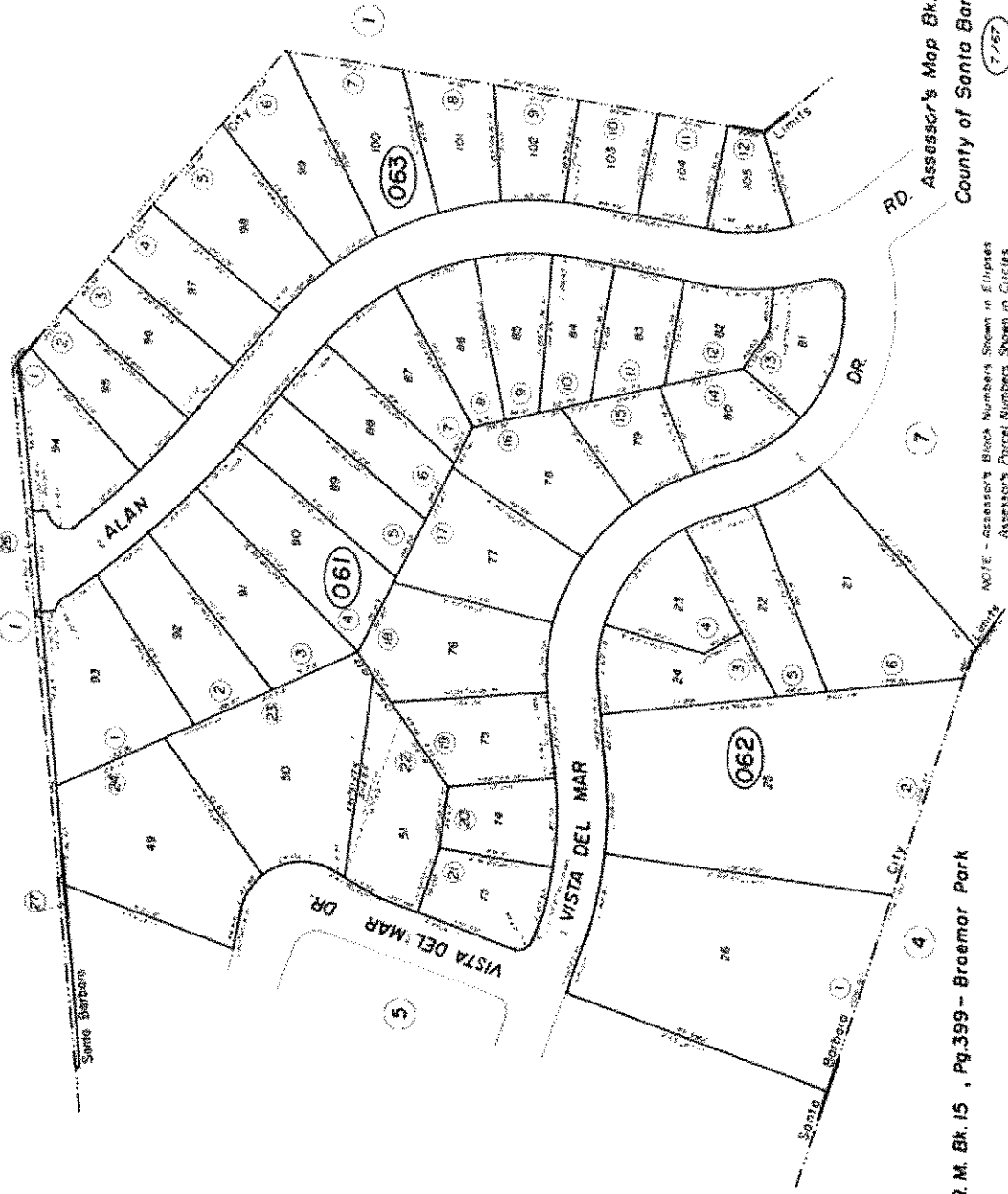
NOTICE
 Assessor's parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

11/09/1964 R.M. Bk. 73, Pg. 44-47, Tract "Campanil Hills Unit 1"
 11/09/1964 R.M. Bk. 73, Pg. 44-47, Tract "Campanil Hills Unit 1"
 11/09/1964 R.M. Bk. 73, Pg. 44-47, Tract "Campanil Hills Unit 1"

47-06

Tax Area Code

RANCHO LAS POSITAS Y LA CALERA



Assessor's Map Bk. 47 - Pg. 06
County of Santa Barbara, Calif.

R. M. Bk. 15 , Pg. 399 - Braemar Park

7/87

Exhibit B

**CONSERVATION EASEMENT
DEED and AGREEMENT**

Recording requested by
County of Santa Barbara

When recorded mail to:
County of Santa Barbara
General Services Department
Office of Real Estate Services
Will Call

No Fee per Cal. Gov. Code 6103

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APNs: 047-010-064,
047-010-065,
047-061-026

**CONSERVATION EASEMENT
DEED and AGREEMENT**

This Conservation Easement Deed and Agreement ("Conservation Easement") is granted on this ___ day of _____, 2016, by the CITY OF SANTA BARBARA, a political subdivision of the State of California, ("GRANTOR"), to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("COUNTY"), the CALIFORNIA COASTAL CONSERVANCY, a political subdivision of the State of California ("CONSERVANCY"), and the CALIFORNIA NATURAL RESOURCES AGENCY, a political subdivision of the State of California ("RESOURCES"), each a "party" and together the "parties" to this Conservation Easement, for the purpose of establishing in perpetuity the Conservation Easement and associated rights described below.

Recitals

A. COUNTY, CONSERVANCY, and RESOURCES provided to the Trust for Public Land ("TPL"), pursuant to unrecorded separate agreements dated February 16, 2016, June 26, 2015, and June 30, 2015 (the "Grant Agreements"), respectively, funds for the purchase of approximately 14.7 acres, known as Arroyo Burro Creek property, located to the west of Elings Park, in the City of Santa Barbara, as described in Attachment "A" and illustrated on Attachment "B," attached hereto and incorporated herein by this reference ("Property"); and

B. The Grant Agreements require TPL to convey or cause to be conveyed a conservation easement on the Property in favor of COUNTY, CONSERVANCY, and RESOURCES and TPL has elected to comply with the Grant Agreements by acquiring title to the Property and transferring it to GRANTOR with an obligation that GRANTOR convey this Conservation Easement.

C. GRANTOR has acquired title to the Property and by this Conservation Easement, GRANTOR intends to grant a conservation easement over the entire Property to COUNTY, CONSERVANCY, and RESOURCES; and

D. COUNTY, CONSERVANCY, and RESOURCES are county, state, and state governments, respectively, organized and operating under the laws of the State of California and authorized to acquire and hold title to real property and, as such, COUNTY, CONSERVANCY, and RESOURCES are authorized to acquire and hold a conservation easement in accordance with the terms of Section 815.3 of the California Civil Code; and

E. The Property possesses the following environmental attributes that are of great importance to the people of the City of Santa Barbara, Santa Barbara County, and the people of the State of California: natural conditions, scenery, open space, fish, plant and wildlife habitat, and a relatively natural riparian corridor (the "Conservation Values"); and

F. The Conservation Values are established, in part, from an unrecorded 2015 baseline report on the resource values of the Property, which report is located in the offices of the CONSERVANCY, 1330 Broadway, Ste.1300, Oakland, CA 94612.

G. To comply with the Grant Agreements, GRANTOR must include use of the Property for public access consistent with the Conservation Values of the Property; and

H. GRANTOR agrees to convey this Conservation Easement to COUNTY, CONSERVANCY, and RESOURCES to assure that the Conservation Values will be conserved and sustained forever as provided in this Conservation Easement, and that uses of the land that are inconsistent with the Purpose (as defined herein below) will be prevented or corrected; and

I. COUNTY, CONSERVANCY, and RESOURCES recognize that the Conservation Values associated with the physical environment of the Property depend on the future good stewardship decisions of GRANTOR, and its successors. GRANTOR is entrusted with those future management decisions, provided that any changes do not significantly impair the Conservation Values. COUNTY, CONSERVANCY, and RESOURCES are entrusted with determining that the Conservation Values are protected; and

J. CONSERVANCY AND RESOURCES intend to designate COUNTY as the point of contact for GRANTOR's notice under this Conservation Easement.

Deed and Agreement

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

1. **PURPOSE.** The Purpose of this Conservation Easement is to prevent any use of the entire Property that will materially impair or interfere with the Conservation Values

(“Purpose”). The parties intend that this Conservation Easement will limit the use of the Property to activities that are not inconsistent with the Purpose, including, without limitation, those involving the preservation and protection of the Conservation Values and the provision of public access to enjoy the Property.

2. AFFIRMATIVE RIGHTS CONVEYED TO COUNTY, CONSERVANCY AND RESOURCES. To accomplish the Purpose, Grantor hereby conveys the following rights and interests to COUNTY, CONSERVANCY, and RESOURCES:

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

(b) **Monitor Uses and Practices.** To enter upon, inspect, observe, and study the Property for the purposes of identifying the current uses and practices thereon and to monitor the uses and practices of the Property to determine whether they are consistent with this Conservation Easement. Such entry shall be permitted upon at least five (5) business days’ prior written notice to GRANTOR, and shall be made in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property.

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

3. PERMITTED USES AND PRACTICES. GRANTOR and COUNTY, CONSERVANCY, and RESOURCES intend that this Conservation Easement shall limit the uses of the Property to conservation activities that are consistent with the Purpose and such other related uses as are described herein. The following uses and practices, if in accordance with federal, state and county laws and ordinances, and in a manner to minimize impact on the Conservation Values are specifically permitted:

(a) **Existing Improvements:** Any existing improvements constructed in conformance with applicable laws on the Property may be repaired, and replaced at their existing locations.

(b) **Additional Structures and Improvements:** Grantor may enlarge existing structures and construct new structures that are reasonably necessary to support activities that take place solely to protect and promote the Conservation Values on the Property; provided together that any enlargement of existing structures exceeding twenty percent (20%) of the existing footprint or the construction of new structures shall require the prior written consent of COUNTY, as set forth in Paragraph 6 below.

(c) **Grading and Mowing:** Soil grading in conjunction with permitted activities under this Conservation Easement or to control erosion in accordance with sound, generally accepted management practices is permitted. Any other grading is not permitted

without the prior written approval from the COUNTY, as set forth in Paragraph 6 below. Mowing is allowed in the Property, in accordance with sound, generally accepted management practices.

(d) **Fences:** Existing fences may be repaired or replaced at their existing locations for purposes of reasonable and customary management of the Property. New fences may be constructed for such purposes without further permission from COUNTY, provided that any new fence shall be sited and designed in accordance with the Purpose and will not materially impair or interfere with the Conservation Values. New Fences must be wildlife-friendly.

(e) **Water Resources:** An irrigation system consisting of tanks and drip lines, and/or watering trucks may be used in the Property for the purpose of maintaining appropriate plant species and preventing dust within the Property. Any other artificial surface water reservoirs, water resources, water-related improvements, or ponds may not be developed or maintained in the Property without prior approval of the COUNTY, as set forth in Paragraph 6 below.

(f) **Control of Plants and Animals:** Pests, bullfrogs, and non-native plants may be controlled by the use of selective control techniques consistent with preservation of the Conservation Values on the Property. As used in this Conservation Easement, “selective control techniques” mean the use of techniques or methods that are targeted to control pests, bullfrogs, and non-native plants with the least practicable impact on humans and other plants or animals.

(g) **Utility Easements:** With approval by County, as set forth in Paragraph 6, utility easements may be granted to public and quasi-public utilities, so long as such easements are subject to this Conservation Easement and will not materially impair or interfere with the Conservation Values. Any proceeds from the sale of a utility easement shall be used by GRANTOR for operation and maintenance of the Property.

(h) **Public Access:** The Property may be used for research and educational uses, as well as noncommercial passive recreational uses such as wildlife viewing, hiking and photography and associated facilities may be constructed for passive recreational uses including but not limited to creek bridges, driveways and parking lots, bicycle and equestrian trails, the California Coastal Trail and any other accessible trails, to provide public access, (“public access purposes”) provided that all public access purposes shall be compatible with the Conservation Values of the Property.

(i) **Roads:** Any existing roads on the Property may be used. All new roads within the Property shall be limited to light dirt roads used for operations, maintenance, public access, including accessibility for disabled persons, and emergencies only. This Paragraph 3(i) shall not be interpreted to prevent the installation of paved driveways, parking lots, and trails pursuant to Paragraph 3(h).

(j) **Creek Management.** To manage the creek and creek-front areas of the Property (including, but not limited to, flood control management, creek restoration, which may include removal of trees and other vegetation) as required by prudent property management practices, or by utility and other easements existing on the Property as of the date of this

Conservation Easement, or as required by applicable laws, regulations, codes, rules or other governmental requirements.

4. PROHIBITED AND LIMITED USES. Unless otherwise permitted under this Conservation Easement, any activity on or use of the Property that is inconsistent with the Purpose or would materially impair or interfere with the Conservation Values or the public access purposes is prohibited. GRANTOR shall not perform, or knowingly allow others to perform, any act or use on or affecting the Property in conflict with the covenants set forth in this Conservation Easement. Without limiting the generality of the foregoing, the following activities and uses are deemed inconsistent with the Purpose of this Conservation Easement and are expressly prohibited:

(a) **Residential Use.** Construction and use of any residential and accessory structures within the Property is prohibited.

(b) **Subdivision.** The Property consists of three (3) tax parcels, and may consist of up to three (3) legal parcels. GRANTOR shall not apply for or otherwise seek recognition of additional legal parcels within the Property based on certificates of compliance or any other authority. Notwithstanding the existence of legal parcels, assessor's parcels, or the previous granting of certificates of compliance by public agencies, the following uses are inconsistent with the Purpose and are prohibited: (i) the division or subdivision of the Property (whether by physical, legal, or any other process); and (ii) the sale or conveyance of any portion of the Property, separate from the sale or conveyance of the Property as a whole.

(c) **Development Rights.** GRANTOR hereby grants to COUNTY, CONSERVANCY, and RESOURCES all development rights, except as specifically reserved to GRANTOR in this Easement, that are now or may later be allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded and described, or to any other property adjacent or otherwise. The Property may not be used for the purpose of calculating permissible development or lot yield of any other property.

(d) **Construction of Buildings, Facilities and Other Structures.** The construction of any structure of any type within the Property, unless specifically authorized by Paragraph 3 above, is prohibited.

(e) **Signs.** No billboards shall be erected in the Property. Signs describing the permitted activities in the Property, erected to control unauthorized entry or use, or for public access purposes, or as required by COUNTY, CONSERVANCY, RESOURCES, and/or TPL their capacity as project partners in preserving the Property, or by the GRANTOR are permitted, so long as such signs do not materially impair or interfere with the Conservation Values.

(f) **Paving and Road Construction** GRANTOR may not pave any existing unpaved road or construct any new paved road within the Property, whether for access or for another purpose, without prior notice to and approval of COUNTY, as set forth in Paragraph 6 below. COUNTY's approval of additional road paving or construction shall be based upon a demonstration that the proposed improvements and location of any such road is consistent with

the Purpose or, if this finding cannot be made, that the road improvements and location are necessary to provide access to structures or improvements or fulfill public access purposes permitted by this Conservation Easement or are necessary to meet governmental requirements. GRANTOR may relocate existing unpaved roads within the Property as unpaved roads, provided that abandoned roads shall be allowed to return to a natural condition as may be permitted under this Conservation Easement. For purposes of this Paragraph, references to "paving" shall include covering of the soil surface with concrete, asphalt, or other impervious material, provided that in order to make unpaved roads passable, GRANTOR may apply a limited amount of gravel sufficient to maintain a light dirt road to existing or future unpaved roads in the Property. Nothing in this Paragraph 4(f) shall be interpreted to prevent the installation of a paved driveway, parking lot, or trail to serve passive recreational use of the Property pursuant to Paragraph 3(h).

(g) **Motorized Vehicles.** The use of motorized vehicles off of roads within the Property is prohibited, except by GRANTOR for management uses of the Property; provided that other uses of motorized and/or off-road vehicles may be permitted within the Property when necessary for maintenance of utilities, retrieval of animals and plants, use of the Property by persons with disabilities, or for emergency purposes.

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

(i) **Mining.**

(i) Surface Mining. The mining, extraction, or removal of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method, is prohibited in the Property.

(ii) Mineral Rights. Any right, title, and interest in subsurface oil, gas, and minerals shall not be sold separately from the surface property, and the manner of exploration for, and extraction of any oil, gas or minerals shall be only by a subsurface method, and shall not materially impair or interfere with the Conservation Values of the Property, and shall not involve disturbance of the surface of the Property.

(j) **Watercourses.** Except for creek restoration and water quality improvement purposes (including biotechnical bed and bank stabilization), the alteration or manipulation of watercourses located on or near the Property is prohibited.

(k) **Native Tree and Vegetation Management.** Cutting or clearing of native trees and vegetation is prohibited in areas outside of roads, trails and utility easements, except as provided below. Control (using selective control techniques) and removal of non-native invasive vegetation is permitted and encouraged. GRANTOR may clear or trim native trees and vegetation only:

(i) To maintain defensible space, pursuant to the requirements of the Fire Department with jurisdiction, around existing structures, roads and utilities.

(ii) In an emergency when necessary to prevent personal injury or property damage such as flood or fire. GRANTOR shall notify COUNTY prior to or as soon as possible after beginning any emergency clearing as set forth in Paragraph 6 below.

(iii) To control insects and disease or promote the ecological health of the trees or vegetative community, including thinning of undergrowth and removal of senescent, dead and decadent plant material, under the direction of a qualified biologist or certified arborist and in a manner consistent with the Conservation Values.

(iv) To protect and preserve the Property under the direction of a qualified biologist.

(v) As part of a native habitat restoration project or program.

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

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

(n) **Industrial and Non-agricultural Commercial Uses.** All industrial and commercial uses of the Property not expressly authorized herein are prohibited. Nothing in this Paragraph will prohibit the GRANTOR from charging a fee or allowing a fee to be charged for passive recreational activities where needed to defray the cost of such activities, for example, providing a docent or wildlife biologist for guided activities. However, no fees shall be charged Property admittance alone.

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

(p) **Storage of Excess Material.** Long-term (longer than three (3) consecutive months) storage of excess material (pipes, lumber, and other construction material for work to be done on the Property, etc.) is prohibited.

(q) **Harm to Native Mammals.** Except as provided in Section 3(f) above, poisoning, trapping, shooting, or otherwise harming native mammals or their burrows within Property is prohibited without the prior written approval of COUNTY as set forth in Paragraph 6 below.

(r) **Hunting Uses.** Recreational hunting is not permitted on the Property.

(s) **Mitigation Use of Property.** Use of the Property for mitigation purposes is expressly prohibited. GRANTOR shall not use or allow the use of any portion of the Property

for mitigation purposes (in other words, to compensate for adverse changes to the environmental elsewhere).

(t) **Transfer of the Property.** GRANTOR shall not transfer the Property (or any interest in it) without the prior written approval of COUNTY, CONSERVANCY, and RESOURCES.

(u) **Use of the Property as Security for a Debt.** GRANTOR shall not use the Property as security for any debt.

(v) **Use of the Property for Solar or Wind Energy Generation:** Use of the property for solar or wind energy generation is prohibited, except for use of solar panels on buildings on the Property to provide energy to those buildings.

5. **RESERVED RIGHTS.** GRANTOR reserves to itself, and to its representatives, heirs, successors and assigns, all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the Purpose of this Conservation Easement.

Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) **Water Rights.** GRANTOR shall retain, maintain and preserve the right to use all water rights associated with the Property, consistent with preservation of the Conservation Values on the Property. GRANTOR may not transfer, encumber, lease, sell, or otherwise separate any water rights from the Property.

(b) **Mineral Rights.** GRANTOR reserves all right, title, and interest in subsurface oil, gas, and minerals, subject to Paragraph 3(i) above.

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

(i) **Taxes/Special Assessments.** GRANTOR shall pay before delinquency all taxes, assessments, fees and charges of whatever description legally and properly levied on or assessed against the Property. If COUNTY, CONSERVANCY, or RESOURCES is ever required to pay any taxes or assessments on the Property, GRANTOR will promptly reimburse COUNTY, CONSERVANCY, or RESOURCES for the same.

(ii) **Upkeep and Maintenance.** GRANTOR shall be solely responsible for the upkeep and maintenance of the Property. COUNTY, CONSERVANCY, and RESOURCES shall have no obligation for the upkeep or maintenance of the Property.

(iii) Liability and Indemnification. In view of COUNTY's, CONSERVANCY's, and RESOURCES' negative rights, limited access to the land, and lack of active involvement in the day-to-day management activities on the Property, GRANTOR's shall to indemnify, protect, defend and hold COUNTY, CONSERVANCY, and RESOURCES, its officers, directors, members, employees, contractors, legal representatives, agents, successors, and assigns harmless from and against all liabilities, costs, losses, orders, liens, penalties, damages, expenses, or causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, or any other costs or liabilities resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless arising from the negligence or willful misconduct of the COUNTY, CONSERVANCY, and RESOURCES. COUNTY, CONSERVANCY, and RESOURCES shall be named as an additional insured on all of GRANTOR's third-party insurance policies related to the Property.

6. NOTICE AND APPROVAL. The purpose of requiring GRANTOR to notify COUNTY and is to obtain COUNTY's approval before undertaking certain permitted activities to afford COUNTY, CONSERVANCY, and RESOURCES an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the Purpose of this Conservation Easement. CONSERVANCY and RESOURCES agree that COUNTY shall be the main point of contact for GRANTOR and GRANTOR shall provide notice to COUNTY whenever notice and approval are required as set forth in this Conservation Easement. GRANTOR shall notify COUNTY, with copies to CONSERVANCY and RESOURCES, in writing not less than thirty (30) days prior to the date GRANTOR intends to undertake the activity in question. COUNTY shall coordinate with CONSERVANCY and RESOURCES to obtain their consent. GRANTOR's notice shall describe the nature, scope, design, location, and any other material aspect of the proposed activity in sufficient detail to permit COUNTY, CONSERVANCY, and RESOURCES to make an informed judgment as to its compliance with this Conservation Easement. COUNTY shall respond in writing as soon as possible but in no event less than one hundred eighty (180) days of receipt of GRANTOR's written request. COUNTY'S approval may be withheld only upon a reasonable determination by COUNTY, CONSERVANCY, or RESOURCES that the action as proposed would be inconsistent with the Purpose of this Conservation Easement, and any denial of approval must be accompanied by written reasons given in detail for such denial.

7. PROPERTY MANAGEMENT AND ISSUE RESOLUTION.

(a) Management Practices. GRANTOR recognizes that the Conservation Values of the Property are best protected if all operations are conducted in accordance with generally accepted, sustainable practices that address soil and water conservation, erosion control, pest management, nutrient management, and habitat protection. COUNTY, CONSERVANCY, and RESOURCES or Designee has responsibility under this Conservation Easement to undertake regular monitoring of the Property. The parties agree that, whenever possible, they will take a cooperative approach to monitoring and management of the Property and will conduct joint qualitative monitoring to ensure that the Conservation Values are being

protected. Monitoring will also consider issues such as site potential, weather conditions, unusual economic circumstances, vegetative variety and quality and trends in resource conditions.

(b) **Management Plan.** If in the future a management plan is developed for the Property, then the preservation activities for the Property shall be governed by the terms of this Conservation Easement.

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

(d) **Notice of Violation.** Where GRANTOR is alleged to be in violation of this Conservation Easement, COUNTY, CONSERVANCY, or RESOURCES, may give GRANTOR written notice of a violation. Not later than fourteen (14) days after the delivery of such written notice, the parties shall meet to discuss the circumstances of the violation and to attempt to agree on appropriate corrective action. If the parties are unable to agree on corrective action, COUNTY, CONSERVANCY, and RESOURCES may individually or collectively 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 Conservation Easement, to restore that portion of the Property so injured.

(e) **Judicial Enforcement; Injunctive Relief.** When an ongoing or imminent violation of this Conservation Easement could substantially diminish or impair the Conservation Values of the Property, or if GRANTOR fails to cure a violation within a thirty (30) day period after receipt of notice thereof from COUNTY, CONSERVANCY, or RESOURCES, or fails to continue diligently to cure such violation until finally cured, then COUNTY, CONSERVANCY, or RESOURCES may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values, including damages for any loss thereof, and to require the restoration of the Property to the condition that existed prior to any such injury.

(f) **Damages.** COUNTY, CONSERVANCY, and RESOURCES shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any of the Conservation Values protected by this Conservation Easement, including, without limitation, damages for the loss of Conservation Values. Without limiting GRANTOR's liability therefore, COUNTY, CONSERVANCY, and RESOURCES shall apply any damages recovered to the cost of undertaking any corrective action in the Property.

(g) **Scope of Relief.** COUNTY's, CONSERVANCY's, and RESOURCES' rights under this Paragraph shall apply equally to threatened as well as actual violations of the terms of this Conservation Easement, and GRANTOR agrees that COUNTY's,

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

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

(i) Enforcement Discretion. Enforcement of the terms of this Conservation Easement shall be at the discretion of COUNTY, CONSERVANCY, and RESOURCES, and any forbearance by COUNTY, CONSERVANCY, and RESOURCES to exercise their rights hereunder shall not be deemed or construed to be a waiver by COUNTY, CONSERVANCY, and RESOURCES of such rights or of any subsequent breach of the same or any other terms of this Conservation Easement, or of their rights hereunder. No delay or omission by COUNTY, CONSERVANCY, and RESOURCES 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, and GRANTOR hereby waives any defense of laches, estoppel or prescription.

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

8. NO PUBLIC DEDICATION OR GENERAL RIGHT OF PUBLIC ACCESS. Nothing contained in this Conservation Easement shall be deemed to be a gift or dedication of

any portion of the Property. This instrument does not convey a general right of access to the public.

9. GRANTOR TITLE WARRANTY. GRANTOR represents and warrants that GRANTOR has good fee simple title to the Property, subject to such liens, encumbrances and matters of record as may be approved by COUNTY, CONSERVANCY, and RESOURCES, and hereby promises to defend the same against all claims that may be made against it. COUNTY, CONSERVANCY, and RESOURCES failure to object to any item or exception shown on a preliminary title report of the Property prior to the Closing Date shall constitute an approval by COUNTY, CONSERVANCY, and RESOURCES of such item or exception.

10. ENVIRONMENTAL PROVISIONS.

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

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

(i) the obligations or liability of an "owner" or "operator" as those words are defined and used in applicable environmental laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC § 9601 *et seq.* and hereinafter "CERCLA");

(ii) the obligations or liability of a person described in 42 USC § 9607(a)(3) or (4);

(iii) the obligations of a responsible person under any applicable environmental laws;

(iv) the right to investigate and remediate any hazardous materials associated with the Property; or

(v) any control over GRANTOR 's ability to investigate, remove, remediate, or otherwise clean up any hazardous materials associated with the Property.

11. TRANSFER BY COUNTY, CONSERVANCY, and RESOURCES.

COUNTY, CONSERVANCY, and RESOURCES may transfer this Conservation Easement to any public or non-profit agency authorized to hold conservation easements pursuant to Section 815.3 of the California Civil Code.

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

(b) **Involuntary Transfer.** If all of COUNTY, CONSERVANCY, and RESOURCES ever ceases to exist or no longer qualifies under applicable state law or fails to perform its responsibilities under this Conservation Easement, GRANTOR shall have the right to seek transfer, through a court of competent jurisdiction, of this Conservation Easement to another qualified organization having substantially similar purposes that agrees to assume the responsibilities imposed on COUNTY, CONSERVANCY, or RESOURCES by this Conservation Easement.

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

13. AMENDMENT. This Conservation Easement may be amended only with the written consent of GRANTOR's successor and assign and COUNTY, CONSERVANCY, and

RESOURCES. Any such amendment shall be consistent with the Purpose of this Conservation Easement and shall comply with California Civil Code Section 815 *et seq.*, and any regulations promulgated in accordance with these statutes, and with the adopted amendment policy of COUNTY, CONSERVANCY, and RESOURCES.

14. EXTINGUISHMENT. If circumstances arise in the future which render the Purpose impossible to accomplish, this Conservation Easement shall be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The proceeds from such extinguishment, if any, to which GRANTOR may be entitled, as determined by the court, shall be the Proportionate Share (defined below), shall be apportioned among the COUNTY, CONSERVANCY, and RESOURCES as provided in Paragraph 16 below.

15. CONDEMNATION. If all or any part of the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Conservation Easement, in whole or in part, GRANTOR and COUNTY, CONSERVANCY, and RESOURCES shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. Each party shall be entitled to recover the Proportionate Share as determined in Paragraph 16 below. All expenses reasonably incurred by GRANTOR and COUNTY, CONSERVANCY, and RESOURCES in connection with the taking or in lieu purchase shall be paid out of the amount recovered. If only a portion of the Property is subject to such exercise of eminent domain, this Conservation Easement shall remain in effect as to all other portions of the Property.

16. VALUATION. (a) Proportionate Share. This Conservation Easement constitutes a real property interest immediately vested in COUNTY, CONSERVANCY, and RESOURCES. For the purpose of this Conservation Easement, GRANTOR, COUNTY, CONSERVANCY, and RESOURCES stipulate that this Easement has a fair market value of thirty-two and one-half of one percent (32.5%) (the "Proportionate Share") of the fair market value of the Property unencumbered by this Easement. The Proportionate Share has been determined at the time of conveyance of this Easement by dividing the collective payments of COUNTY, CONSERVANCY, and RESOURCES to the acquisition of the Property and this Conservation Easement (\$1,300,000) by the fair market value of the Property without this Easement (\$4,000,000). The Proportionate Share will remain constant over time.

(b) Payment to Grantees. If this Easement is extinguished, terminated, or condemned, in whole or in part, then upon GRANTOR's receipt of the proceeds from such termination, condemnation or extinguishment, then GRANTOR shall reimburse COUNTY, CONSERVANCY, and RESOURCES an amount equal to the Proportionate Share of proceeds received by GRANTOR, which shall be based on the fair market value of the Property unencumbered by this Easement. The fair market value of this Easement shall be determined at the time this Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) that is completed by a certified general appraiser and approved by COUNTY, CONSERVANCY, and RESOURCES.

(c) **Allocation of Proportionate Share.** The Proportionate Share paid to COUNTY, CONSERVANCY, and RESOURCES shall be allocated as follows: (a) to COUNTY, twenty-three percent (23%) of the Proportionate Share, (B) to CONSERVANCY, thirty-eight and one-half of one percent (38.5%) of the Proportionate Share; and (c) to RESOURCES thirty-eight and one-half of one percent (38.5%) of the Proportionate Share, representing the proportion each party contributed to the purchase price of this Easement. If proceeds from termination, extinguishment, or condemnation are paid directly to any one party, then that party must reimburse the other parties for the amount due to them under this Paragraph. If COUNTY, CONSERVANCY, or RESOURCES recovers or is entitled to recover proceeds under its Grant Agreement or other restriction recorded against the Property, that party may not also recover proceeds under this Conservation Easement.

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

18. GENERAL PROVISIONS.

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

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

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

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

20. NOTICES. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by United States certified mail, return receipt requested, or by another

common method or service where receipt is confirmed, addressed as follows or such other address as either party from time to time shall designate by written notice to the other.

To GRANTOR: City of Santa Barbara
Santa Barbara City Attorney's Office
P.O. Box 1990
Santa Barbara, CA 93102
Attention: N. Scott Vincent, Assistant City Attorney
(805) 897-2551
SVincent@SantaBarbaraCA.gov

With a copy to: City of Santa Barbara
City of Santa Barbara Creeks Division
620 Laguna Street
PO Box 1990
Santa Barbara, CA 93102
Attn: Cameron Benson, Creeks Restoration/Clean Water Manager
(805) 897-2508
cbenson@santabarbaraCA.gov

To COUNTY: Real Property Division
County of Santa Barbara
General Services Department
1105 Santa Barbara Street,
Second Floor, Courthouse East Wing
Santa Barbara, CA 93101
Attn: Don Grady, Real Property Manager,
(805) 568-3065
dgrady@countyofsb.org

With a copy to: County of Santa Barbara
Planning & Development Department, Energy Division
123 E. Anapamu Street
Santa Barbara, CA 93101
Attn: Kathy McNeal Pfeifer, Planner
(805) 568-2507
Kathypm@countyofsb.org

To CONSERVANCY: State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612-2530
Attention: Rachel Couch, Project Manager
(805) 845-8853
Rachel.Couch@scc.ca.gov

With a copy to: State Coastal Conservancy
1330 Broadway, 13th Floor

Oakland, CA 94612-2530
Attention: Sam Schuchat, Executive Officer
(510) 286-1015
Sam.schuchat@scc.ca.gov

State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612-2530
Attention: Elena Eger, Legal Counsel
(510) 286-4089
Elena.Eger@scc.ca.gov

State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612-2530
Attention: Trish Chapman, Central Coast Program Manager
(510) 286-0749
Trish.Chapman@scc.ca.gov

To RESOURCES:

California Natural Resources Agency
Bonds and Grants
1416 9th Street, Suite 1311
Sacramento, CA 95814
Attention: Bryan Cash, Deputy Assistant Secretary
(916) 653-5656
secretary@resources.ca.gov

With a copy to:

California Natural Resources Agency
Bonds and Grants
1416 9th Street, Suite 1311
Sacramento, CA 95814
(916) 653-2812
eemcoordinator@resources.ca.gov

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

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

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

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

ATTACHMENT A: Property legal description

ATTACHMENT B: Property map depiction

25. **EFFECTIVE DATE; RECORDATION.** This Conservation Easement is effective upon recordation in the Official Records of the County of Santa Barbara, State of California, as provided in California Civil Code section 815.5. GRANTOR shall cause this Conservation Easement to be recorded.

[Remainder of Page Intentionally Left Blank; Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Conservation Easement Deed and Agreement by the respective authorized signatories as set forth below to be effective upon final execution by all parties hereto and recordation.

COUNTY OF SANTA BARBARA

By: _____:

Peter Adam, Chair
Board of Supervisors

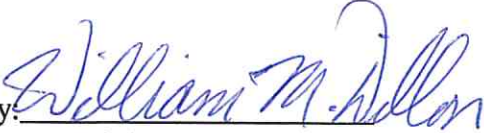
Date: _____

ATTEST
CLERK OF THE BOARD

By: _____
Deputy

COUNTY APPROVAL AS TO FORM

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
William Dillon
Deputy County Counsel

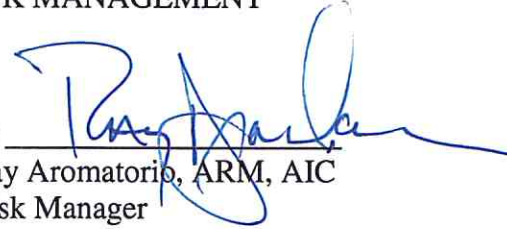
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 

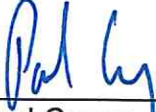
REAL PROPERTY

By: 
Don Grady,
Real Property Manager

RISK MANAGEMENT

By: 
Ray Aromatoris, ARM, AIC
Risk Manager

CITY OF SANTA BARBARA
a Municipal Corporation



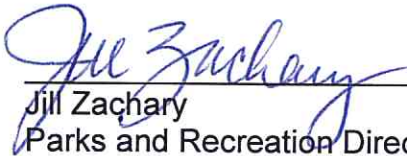
Paul Casey
City Administrator

ATTEST:



Matt Fore
Acting City Clerk Services Manager

APPROVED AS TO CONTENT:



Jill Zachary
Parks and Recreation Director

APPROVED AS TO FORM:

Ariel Calonne
City Attorney

By



N. Scott Vincent
Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Santa Barbara)

On January 25, 2016 before me, Nicole Grisanti, Notary Public

Date Here Insert Name and Title of the Officer
personally appeared Paul Casey
Name(s) of Signer(s)

who 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.

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.



Signature Nicole Grisanti
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached 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:
Corporate Officer — Title(s):
Partner — Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

CALIFORNIA NATURAL RESOURCES AGENCY

By: 
Bryan Cash,
Deputy Assistant Secretary

Date: 1/19/2016

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On 01-19-2016 before me, Sonia A. Windtberg, Notary Public
(insert name and title of the officer)

personally appeared BRYAN CASH
who 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.


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.

Signature Sonia A. Windtberg (Seal)



CALIFORNIA COASTAL CONSERVANCY

By: 
Sam Schuchat,
Executive Officer,
State Coastal Conservancy

Date: 1/26/16

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California
County of Alameda)

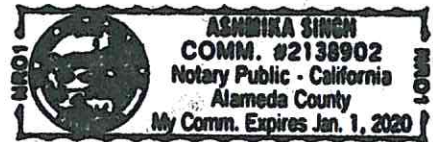
On 01/26/2016 before me, ASHMIKA SINGH NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Amy M. HUTZEL,
who 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.

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.

Signature  (Seal)



Attachment A

Legal Description of the Property

That certain real property in the City of Santa Barbara, County of Santa Barbara, State of California described as follows:

Beginning at the southwesterly terminus of the 28th course as described in the Deed to Josephine M. Barnhill as "North 23° 06' 03" West, 136.46 feet" recorded December 23, 1959 as Instrument No. 43231 in Book 1699, Page 294 of Official Records of said County;

Thence, North 23° 06' 03" West along said 28th course, 94.3 feet to the intersection with the southwesterly line of Lot 1 of Tract 13,317 filed in Book 124, Pages 62 – 64 of Maps in the office of the County Recorder of said County;

Thence, South 41° 50' 13" East along the southwesterly line of said Lot 1, 77.0 feet to the most southerly corner of said Lot 1 being a point in the 27th course of the hereinabove referenced Barnhill Deed;

Thence, South 26° 06' 45" West along said 27th course as described in the above referenced Barnhill Deed, 32.7 feet more or less to the point of beginning.

Together with all of that real property described as Parcel One in the Deed from Michael A. Pellico, Stephen Pellico and Earl L. Brann and Raffaella M. Brann to Peak-Las Positas Partners recorded on March 30, 1999 at Instrument 99-025251, Official Records of Santa Barbara County described as follows:

Those portions of Lots 4, 5, and 5 ½, as described in the Final Decree of Partition entered October 12, 1886, in Action No. 1020 in the Superior Court of the State of California, in and for the County of Santa Barbara, entitled "Delia Hope, Plaintiff, vs. Rosa A. Bigley, et al., Defendants", and shown on the map accompanying the Commissioner's Report in Partition filed in said action on April 26, 1886, being a portion of the Rancho Las Positas y La Calera, in the County of Santa Barbara, State of California, described as follows:

Beginning at the Westerly terminus of the 34th course of the 158.77-acre tract of land shown on the map of a survey of "Portion of Rancho Las Positas y La Calera" filed in Book 46, Page 46, in Records of Surveys, in the Office of the County Recorder of said county; thence along the Southerly line of said tract of land, North 84° 03' 15" East, 413.55 feet to the true point of beginning;

Thence, along said Southerly line, North 84° 03' 15" East, 304.30 feet;

Thence, North 50° 40' 41" West, 5.234 feet;

Thence, South 83° 45' 21" West, 3.59 feet to a point in the Easterly line of said Lot 4;

Thence along said Easterly line, North 03° 44' 13" East, 552.32 feet to the Northeast corner of said Lot 4;

Thence, North 43° 33' 59" East, 72.60 feet;

Thence, North 28° 48' 59" East, 66.00 feet;

Thence, North 53° 33' 59" East, 66.00 feet;

Thence, North 35° 43' 59" East, 48.18 feet;

Thence, North 64° 56' 01" West, 42.91 feet;
Thence, North 61° 11' 01" West, 136.49 feet;
Thence, North 56° 54' 20" West, 27.29 feet;
Thence, North 30° 33' 20" East, 188.18 feet;
Thence, North 26° 06' 45" East, 260.17 feet;
Thence, North 23° 06' 03" West, 136.46;
Thence, North 75° 24' 28" West, 100.00 feet;
Thence South 30° 33' 20" West 878.38 feet;
Thence South 05° 56' 45" East, 674.89 feet to the true point of beginning;

EXCEPTION THEREFROM any portion not included within the lines of the land as described in the deed dated November 6, 1963, executed by Josephine M. Barnhill in favor of Laguna Apartments Associates, a limited Partnership, and recorded December 12, 1963 as Instrument No. 52673 in Book 2025, Page 1198 of Official Records in the Office of the Recorder of said county.

ALSO EXCEPTING THEREFROM an undivided one-half of all oil, gas and other hydrocarbon substances within and under, or that may be hereafter produced, saved, sold, delivered or recovered from that portion of said land lying at or below a depth of 500 feet from the surface thereof, without, however, any right to use the surface of said land or any part of the subsurface of said land or any part of the subsurface thereof lying above a depth of 500 feet below said surface, except, however the right to sink or drill oil and gas wells and otherwise mine said Portion of said land for the purpose of obtaining oil, gas or other hydrocarbon substances therefrom from a one acre site on the surface of said land, the location on said site to be determined by agreement between Grantors, their heirs, assigns or successors, and the Grantee, its heirs, successors or assigns, as reserved and set forth in the Deed from Mildred S. Kielty, Mural M. Baron, Arthur George Elkington, Harold E. Ring, who acquired title as Rev. Harold J. Ring, S.J. James Edward Elkington Rev. O.A. Villa, S.J., recorded June 2, 1959 as Instruments No. 17782, 17783, 17784, 17785, 17786 and 17787 in Book 1631, Pages 336, 339, 342, 345, 348 and 351, respectively, of Official Records, and in Deed from James Ervine Elkington, Lillian Elkington and Lillian A. Elkington, Recorded June 2, 1959 as Instrument No. 17788 in Book 1631, Page 354 of Official records.

Together with that portion of the property described in the Deed from P. Stan Fard to Michael Bollag recorded February 9, 1993 at Instrument 93-010157, Santa Barbara County Official Records described as follows:

Commencing at the most Westerly corner of said Lot 5-1/2, being a 2-inch brass cap monument "Phelan" set in the Northerly line of Lot 60 as shown on the Map of Campanil Hills, Unit Three, filed in Book 76, Page 32 of Maps, in the Office of the County Recorder of said County;

Thence South 38° 46' 15" East along the common boundary line of said Lot 5-1/2 and Lot 4 of said Partition, 1,487.71 feet to a 2 inch brass cap monument "Phelan" being a point in the Northeasterly line of Lot 7 as shown on the Map of California Hills, Unit Four, filed in Book 92, Page 71 of Maps, in the Office of the County Recorder of said County;
Thence South 50° 52' 55" East, along said boundary line 641.49 feet;
Thence South 61° 24' 25" East, along said boundary line 478.83 feet;

Thence North 84° 03' 05" East, along said boundary line to intersect a point in the Westerly line described as "South 5° 56' 45" East, 674.89 feet" in the Deed to Robert W. Mantle, et al., recorded December 12, 1963, as Instrument No. 52674 in Book 2025, Page 1198 of Official Records, records of said County;

Thence along the boundary line of said Mantle, et al, Tract the following courses: North 5° 56' 45" West, and North 30° 33' 20" East 878.44 feet to the point of beginning, said point also being a point in the Southerly line of the tract of land described in the Deed to Josephine M. Barnhill recorded December 23, 1959, as Instrument No. 43231 in Book 1699, Page 294 of Official Records, said point being distant South 75° 25' 45" East, 165.00 feet from the Westerly terminus of that certain course described as North 75° 24' 28" West, 265.00 feet" in the Deed to Barnhill;

Thence along the boundary line of said Barnhill Tract North 75° 25' 45" West, 165.00 feet;

Thence North 85° 19' 15" West, 11.11 feet;

Thence leaving the above described boundary line of the Mantle, et al tract the following courses:

South 15° 01' 20" West, 219.67 feet;

South 49° 59' 35" West, 156.72 feet;

North 88° 37' 24" West, 394.19 feet;

South 13° 44' 24" West, 92.21 feet;

South 68° 48' 19" East, 61.00 feet;

South 23° 56' 52" East, 79.42 feet;

South 42° 00' 08" East, 109.74 feet;

South 27° 28' 59" East, 73.74 feet;

South 58° 55' 42" East, 97.23 feet;

South 79° 45' 00" East, 96.07 feet to a point in the above described boundary line of lands of Mantle;

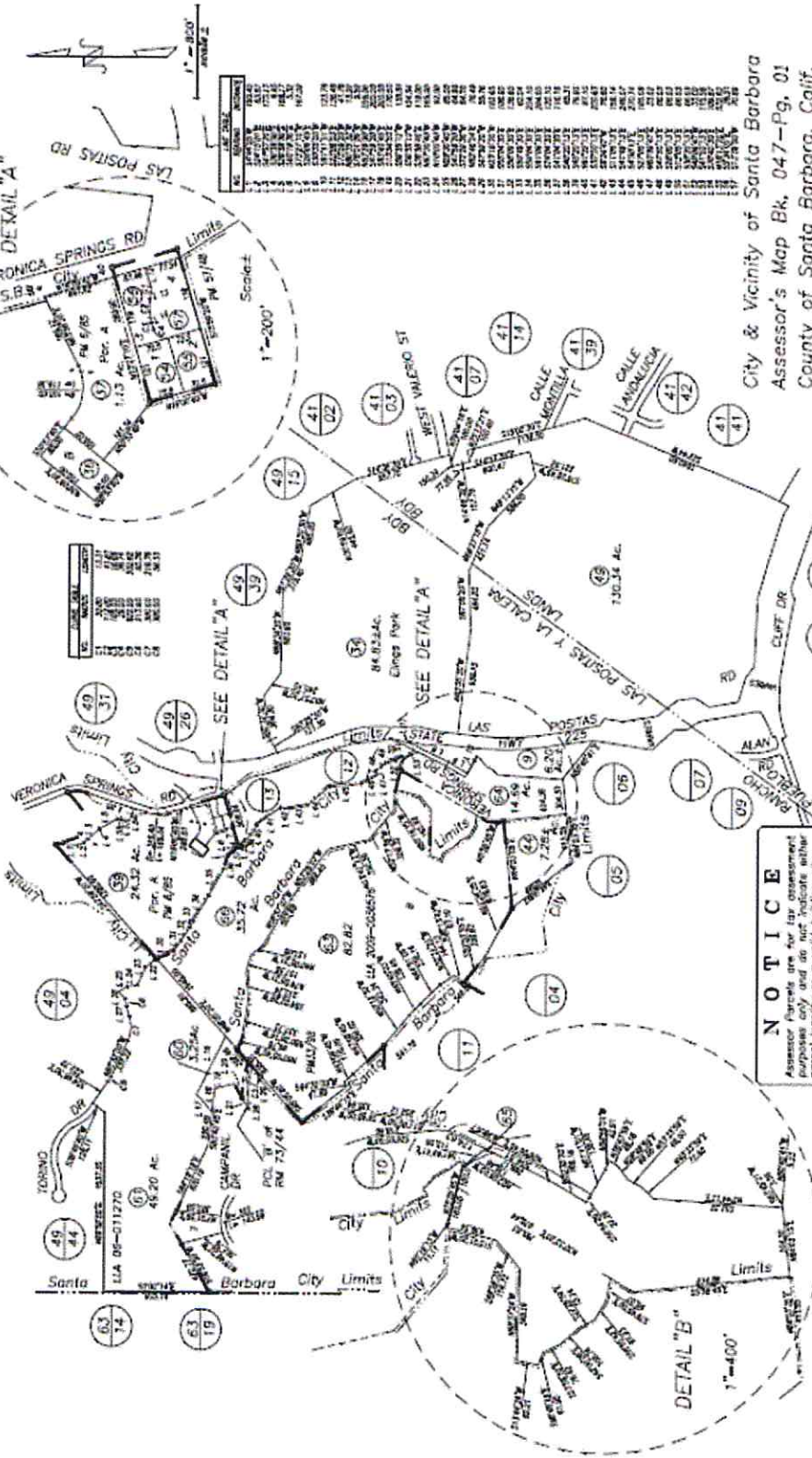
Thence along said boundary line North 30° 33' 20" East, 765.83 feet to the point of beginning.

APN: 047-010-64, 047-061-26 and 047-010-065

Attachment B
Map of Property

047-01

POR. PUEBLO LANDS
 POR. RANCHO LAS POSITAS Y LA CALERA



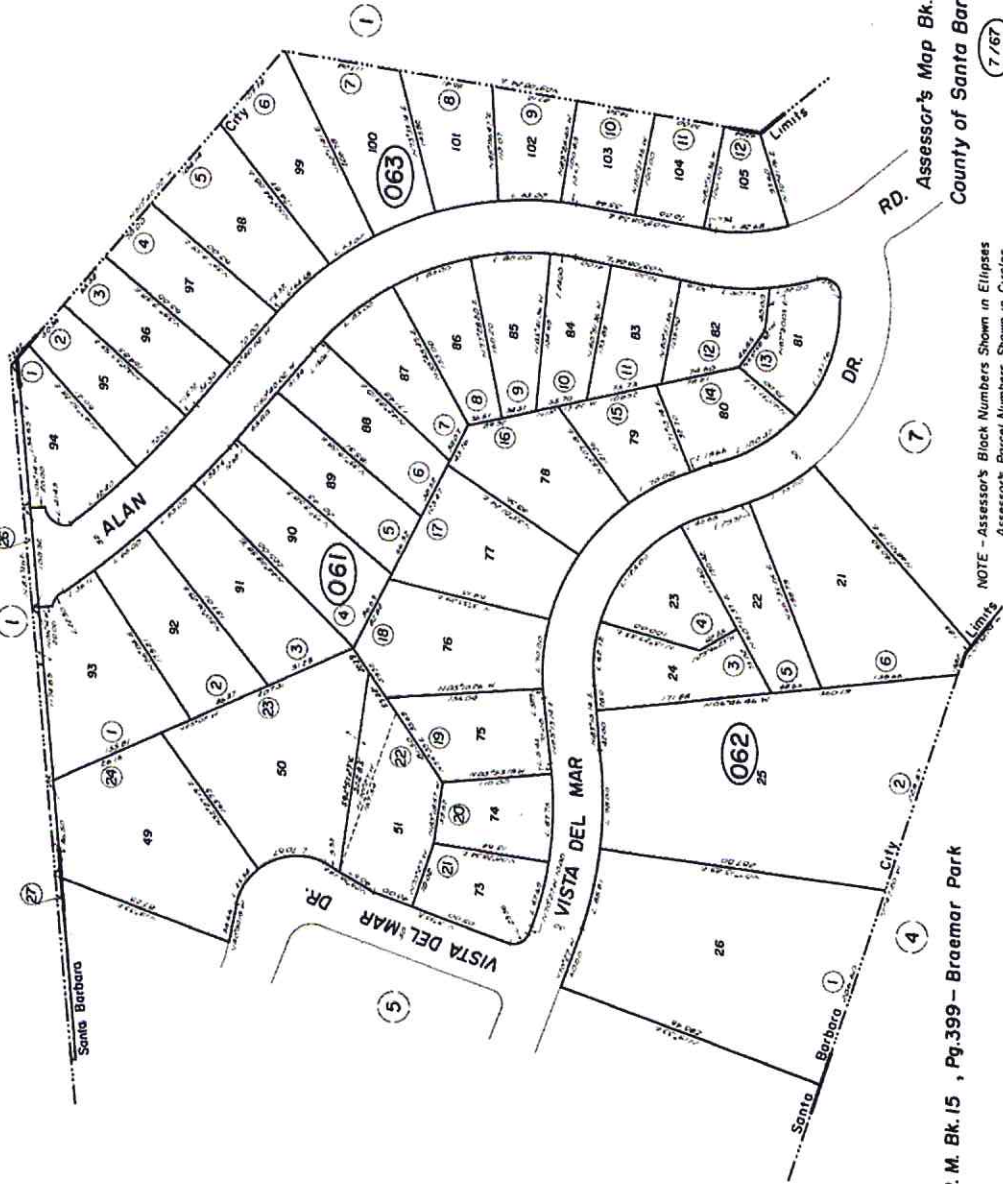
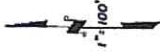
NOTICE
 Assessors Records are for assessment purposes only and do not constitute parcel report or a valid building site.

11/09/1964 R.M. Bk. 73 . Pg. 44-47 . Tract "Companil Hills Unit 1"
 City & Vicinity of Santa Barbara
 Assessor's Map Bk. 047-Pg. 01
 County of Santa Barbara, Calif.
 11 Jan 65
 10/19
 REPROD. AUTHORIZED BY CITY OF SANTA BARBARA

47-06

Tax Area Code

RANCHO LAS POSITAS Y LA CALERA



NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

R. M. Bk. 15 , Pg. 399 - Braemar Park

Assessor's Map Bk. 47 - Pg. 06
County of Santa Barbara, Calif.

7/67