

## **REAL PROPERTY DONATION AGREEMENT AND ESCROW INSTRUCTIONS**

**THIS REAL PROPERTY DONATION AGREEMENT AND ESCROW INSTRUCTIONS** (this "Agreement") is by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as the "COUNTY," and CHANNEL ISLANDS RESTORATION, INC., a California public benefit, non-profit corporation, as "DONOR," with reference to the following:

### **RECITALS**

**WHEREAS**, DONOR, concurrent with executing this Agreement, has or will have exercised its option to purchase those certain real properties in an unincorporated area of the County of Santa Barbara, State of California, commonly identified as Assessor's Parcel Numbers:

059-020-059, commonly known as 1155 Via Gaitero Road, Santa Barbara, California, ("LOT 1"); and

059-020-039 and 059-020-058, commonly known as 1150 Via Gaitero Road, Santa Barbara, California, ("LOT 5");

hereinafter collectively referred to as the "Allemall Properties", shown on Exhibit "A" attached hereto and incorporated herein by reference, and pursuant to the Option to Purchase Agreement dated June 8, 2021, entered into by and between DONOR and The Allemall Foundation, Inc. a private operating foundation, incorporated in the State of Maryland ("Foundation"), and Allemall LLC, a Wyoming limited liability company (the "LLC"), hereinafter, Foundation and LLC collectively referred to as "Allemall"; and

**WHEREAS**, DONOR is one member of and holds the property as fiduciary to a coalition of groups and individuals known as the Foothills Forever Campaign ("CAMPAIGN"), an unincorporated association that acquired the rights to purchase the lands involved hereunder, successfully raised funds from various community sources to exercise such purchase rights and consummated the donation of such lands on a compressed timeline with the express intent of preserving these lands as undeveloped public open space notwithstanding any existing entitlements to development in order to benefit the community in perpetuity and transferring these lands to a qualified governmental or nonprofit agency with the capacity to manage and operate these lands as undeveloped public open space in accordance with the intentions and commitments of the CAMPAIGN; and

**WHEREAS**, the Santa Barbara Foundation, a public benefit non-profit corporation, is serving as the fiscal agent for the CAMPAIGN and DONOR with respect to the donation and transfer of the LOTS, and in that capacity receives, holds and disburses such funds in the name of Foothills Forever, a fiscal sponsorship fund of the Santa Barbara Foundation, ("SANTA BARBARA FOUNDATION"); and

WHEREAS, DONOR, acting by and through its Board of Directors at a duly noticed and authorized meeting on April 10, 2023, adopted Resolution 20230410-01 ("RESOLUTION") authorizing donation of the Parcels and directing the transmission and deposit of any excess proceeds from the transaction(s) involving the donation of the Parcels through escrow to the SANTA BARBARA FOUNDATION as the fiscal agent for the CAMPAIGN and for the benefit of the CAMPAIGN; and

WHEREAS, Allemall Properties are incumbered by a Deed of Trust, recorded June, 6, 2021, as Instrument No. 2021-0043555, in the Official Records of Santa Barbara County; and

WHEREAS, DONOR is the owner of those certain real properties in an unincorporated area of the County of Santa Barbara, State of California, commonly identified as Assessor's Parcel Numbers:

059-020-041, commonly known as 1165 Via Gaitero Road, Santa Barbara, California, ("LOT 2");

059-020-042 and 059-020-048, commonly known as 1170 Via Gaitero Road, Santa Barbara, California, ("LOT 3");

059-020-040 and 059-020-049, commonly known as 1160 Via Gaitero Road, Santa Barbara, California, ("LOT 4"), and

059-020-050, commonly known as 4265 Via Terrazzo, Santa Barbara, California, ("LOT 12");

hereinafter collectively referred to as the "CIR Properties", shown on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, CIR Properties are incumbered by Deeds of Trust, both recorded June, 6, 2021, as Instrument No. 2021-0043555 and 2021-0043556, in the Official Records of Santa Barbara County; and

WHEREAS, DONOR intends to donate LOT 1, LOT 2, LOT 3, and LOT 5, hereinafter, collectively referred to as " Parcels", to the COUNTY; and

WHEREAS, DONOR will be solely responsible for determining whether to pursue tax benefits and if so, with compliance with any gift value substantiation requirements of the Internal Revenue Code; and

WHEREAS, COUNTY has identified the above-mentioned Parcels comprising of approximately 77-acres as suitable for public purposes; and

WHEREAS, DONOR wishes to donate the Parcels to the COUNTY and the COUNTY wishes to accept such donation, in fee title subject to the limitations contained in the Deed, attached as Exhibit B hereto for the present and future needs of the COUNTY;

WHEREAS, the COUNTY is an entity described in Section 170(c)(1) of the Internal Revenue Code (the "Code"), and DONOR, the Foundation and the LLC are each qualified under Section 501(c)(3) of the Code, and the donation that is the subject of this Agreement is and will be solely for public purposes; and

**WHEREAS**, DONOR and the COUNTY acknowledge and agree the value of the donation is THREE MILLION EIGHT HUNDRED NINETY THOUSAND FOUR HUNDRED DOLLARS, (\$3,890,400);

### **OPERATIVE PROVISIONS**

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein, the parties agree that DONOR shall remise, release, and convey to COUNTY and COUNTY shall accept all right, title, and interest in and to the Parcels, subject to the following terms and conditions:

**1. DONATION OF THE PARCELS:** Subject to the terms and conditions contained in this Agreement, COUNTY agrees to accept from DONOR, and DONOR agrees to donate to COUNTY, fee ownership of the Parcels and the parties agree that no purchase price cash payment shall be made by the COUNTY for the Parcels.

a. The parties agree that DONOR shall remise, release, and convey to COUNTY and COUNTY shall accept all right, title, and interest in and to the Parcels.

b. It is agreed that the fee interest conveyed is being donated to the COUNTY by the undersigned DONOR and that upon acceptance of the Grant Deed by the COUNTY, such donation is irrevocable.

c. It is agreed that following the donation the Parcels shall be used in perpetuity only for public purposes as provided in the Grant Deed.

d. Upon final execution by COUNTY, COUNTY shall return a duplicate original of this Agreement to the DONOR, and a duplicate original of this Agreement to escrow pursuant to Section 4. Hereof.

e. Within twenty (20) days of an executed copy of this Agreement is submitted to escrow, DONOR will deliver to the Escrow Holder the original Grant Deed, which has been duly executed and acknowledged by DONOR, in substantially the same form shown on Exhibit "B", attached hereto and incorporated herein by reference.

f. At least one (1) day prior to the Close of Escrow (as the term Close of Escrow is defined below), COUNTY shall deposit with the Escrow Holder a Certificate of Acceptance for the Parcels, which has been executed by COUNTY, in substantially the same form shown on Exhibit "C", attached hereto and incorporated herein by reference.

g. At least one (1) day prior to the Close of Escrow, COUNTY shall deposit with the Escrow Holder a Contemporaneous Written Acknowledgment, which has been executed by COUNTY, in substantially the same form shown on Exhibit "D", attached hereto and incorporated herein by reference.

**2. CONDITIONS PRECEDENT:** In addition to the other terms and conditions contained in this Agreement, COUNTY'S acceptance of the Parcels shall be expressly conditioned upon the fulfillment of each of the following conditions precedent. These conditions are for the sole benefit of COUNTY and may be waived or deemed satisfied by COUNTY in COUNTY'S sole and absolute discretion.

- i. Final approval of consummation of the donation by the Santa Barbara County Board of Supervisors (the "SUPERVISORS").
- ii. Completion of the California Environmental Quality Act (CEQA) environmental review process for this transaction as determined by COUNTY in its sole and absolute discretion.
- iii. Compliance by COUNTY with the requirements of California Government Code 65402(a).

The COUNTY shall make best efforts to satisfy each of these conditions in a timely manner. In the event any of the foregoing conditions are not fulfilled or waived before the Closing Date as defined below, COUNTY, at its election by written notice to the DONOR, may terminate this Agreement and be released from all obligations under this Agreement. Alternatively, COUNTY may agree with DONOR to extend the date of closing to allow sufficient time to satisfy these conditions.

**3. APPRAISAL AND VALUATION:**

a. If DONOR elects in its own discretion to claim that the donation of the Parcels to the COUNTY is a charitable contribution under Section 170(c) of the Code, DONOR shall obtain, at DONOR's sole cost and expense, an appraisal of the Parcels. In that case the appraisal of the Parcels shall be completed by a qualified licensed appraiser to substantiate its current fair market value. It is understood that DONOR may, but is not bound to, claim the value of the Parcels as a noncash charitable contribution for tax purposes under the provisions of Section 170(c) of the Code.

b. If DONOR elects in its own discretion to claim that the donation of the Parcels to the COUNTY is a charitable contribution under Section 170(c) of the Code, then in conjunction with this transaction, DONOR shall correctly complete and provide the COUNTY an executed IRS Form 8283, (in substantially the same form shown on Exhibit "E", attached hereto and incorporated herein by reference). In that case, the IRS Form 8283 will be completed, where appropriate, by DONOR and DONOR's appraiser. In either case, COUNTY agrees to complete Part V, Donee Acknowledgement of DONOR IRS Form 8283.

c. DONOR shall be solely responsible for any audits, costs, or liabilities that may arise from the charitable deduction claimed by DONOR in this transaction and shall hold the COUNTY harmless for any claims related to the same. COUNTY shall cooperate in any such audits, to the extent it can do so at no expense to the COUNTY. DONOR is advised to seek its own legal and/or tax counsel regarding the gift contemplated in this Agreement and has not relied on any representation from the COUNTY related to the gift provided in this Agreement.

d. DONOR understands and acknowledges that the COUNTY makes no representation regarding the fair market value of the Parcels or any tax related consequences of the transaction contemplated in this Agreement.

**4. ESCROW AND OTHER FEES:**

a. Escrow shall be opened at Fidelity National Title Insurance Company, ("Escrow Holder"), with escrow instructions and fees based upon value of the Parcels being THREE MILLION EIGHT HUNDRED NINETY THOUSAND FOUR HUNDRED DOLLARS (\$3,890,400), with the terms and conditions set forth herein, and COUNTY shall deliver a copy of this Agreement to the Escrow

Holder. On behalf of the COUNTY, the Director of the County of Santa Barbara Department of General Services, or designee, shall execute the necessary escrow instructions and/or additional documents which may be required to complete the closing of this real property transaction. This Agreement shall become part of the escrow and shall constitute the basic 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. In case of conflict between this Agreement and any of said escrow documents, the terms of this Agreement shall govern.

b. Escrow, title and other fees shall be paid as follows:

- i. A Standard California Land Title Association owner's policy of title insurance covering the Parcels shall be paid for by DONOR.
- ii. DONOR shall pay for any additional title insurance coverage that may be required by the DONOR.
- iii. COUNTY shall pay for any additional title insurance coverage that may be required by the COUNTY.
- iv. DONOR shall pay all County Documentary Transfer Tax ("Transfer Tax").
- v. COUNTY shall pay its standard escrow fees except as otherwise required by this Agreement.
- vi. DONOR shall pay its standard escrow fees except as otherwise required by this Agreement.

c. DONOR shall pay all escrow fees in the event that this escrow is canceled by the DONOR prior to the conveyance of the Parcels to COUNTY.

d. COUNTY shall pay all escrow fees in the event that this escrow is canceled by COUNTY prior to the conveyance of the Parcels to COUNTY. The foregoing notwithstanding, DONOR shall pay escrow fees in the event that COUNTY cancels escrow in accordance with Section 5 after DONOR'S failure or refusal to correct title conditions at COUNTY'S request.

e. The Closing shall occur no later than thirty (30) days after escrow is fully funded and any and all documents are approved and executed by all parties (the "Closing Date"), or such other date if escrow is extended pursuant to the terms herein or such other date as the parties hereto mutually agree to in writing. The "Closing" is defined as the satisfaction of all conditions herein stated, except those conditions that may be waived by an express written waiver duly executed by the waiving party; and the recordation of a Grant Deed which shall vest title of the Parcels in COUNTY. The "Close of Escrow" is defined as:

- i. the recordation of the Grant Deed, which shall vest fee title of the Parcels to the COUNTY;
- ii. the recordation of the Certificate of Acceptance; and
- iii. the delivery of the contemporaneous written acknowledgment to the DONOR.

5. **TITLE AND DEED:** Title to the Parcels is to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) known or unknown to DONOR, except:

a. All covenants, conditions, restrictions, and reservations of record approved by COUNTY, excepting the COUNTY does not assume any of the covenants and obligations associated with the agreement entitled Agreement to Provide Affordable Housing, recorded November 28, 2006, as Instrument No. 2006-92371, of the Official Records in the office of the county recorder of Santa Barbara County, California and any obligations associated with the Mitigation Measures and Conditions of Approval of Tract Map Case Number 01TRM-00000-00005 (TM 14,585), Development Plan Case Number 01DVP-00000-00011, and Environmental Impact Report 04-EIR-03.

b. All easements or rights-of-way over the LOTS for public or quasi-public utility or public street purposes, if any, approved by COUNTY.

c. All exceptions contained in the preliminary title report as may be approved by COUNTY, with the COUNTY not assuming any of the covenants and obligations associated with the following:

- i. Notice of Information Relative to Tract No. 14585, recorded December 22, 2006, as Instrument No. 2006-99780;
- ii. Notice of the Five Protection Plan, Tract, recorded December 22, 2006, as Instrument No. 2006-99781;
- iii. Notice of the Open Space Management Plan, recorded December 22, 2006, as Instrument No. 2006-99782;
- iv. Notice of the Wetland Mitigation, recorded December 22, 2006, as Instrument No. 2006-99783;
- v. Notice of the Architectural and Landscaping Design Guidelines, recorded December 22, 2006, as Instrument No. 2006-99784, and
- vi. First Amendment to Architectural and Landscape Design Guidelines recorded October 21, 2011, as Instrument No. 2011-0060539 and rerecorded October 27, 2011 as Instrument No. 2011-0061725,

all of which are in the Official Records in the office of the county recorder of Santa Barbara County, California, that are all obligations associated with the Mitigation Measures and Conditions of Approval of Tract Map Case Number 01TRM-00000-00005 (TM 14,585), Development Plan Case Number 01DVP-00000-00011, and Environmental Impact Report 04-EIR-03.

d. Property taxes for the fiscal year in which this escrow closes shall be satisfied in a manner consistent with California Revenue and Taxation Code Section 4986(a)(6). DONOR shall provide funds into escrow and Escrow Officer is authorized to pay all delinquent taxes, if any, from funds provided by DONOR. DONOR understands that pursuant to Section 4986(a)(6), DONOR may receive after the Close of Escrow, either 1) an unsecured property tax bill from the County of Santa Barbara Treasurer-Tax Collector for real property taxes that may be due; or 2) a County of Santa Barbara warrant from the County of Santa Barbara Auditor-Controller to reimburse DONOR for any prepaid property taxes that may be canceled. DONOR shall pay any such amounts in accordance with the terms of such tax bill or warrant.

The COUNTY and the DONOR shall pay equally for the cost of the Preliminary Title Report covering said Parcels from said Title Company in Section 4 above. COUNTY shall have the right to review any preliminary title report issued following the date of this Agreement, and disapprove in writing any items disclosed in said report prior to the Close of Escrow. Pursuant to Section 5.c.i. through vi. above and all other items appearing thereon shall be deemed to be approved under the terms of this Agreement. DONOR shall have ten (10) days from receipt of COUNTY'S notice of disapproval to correct such condition(s) that adversely affect the said Parcels as determined by COUNTY in its discretion. DONOR'S failure or refusal to correct any such condition (s) shall be grounds for termination of this Agreement by COUNTY.

DONOR shall request Escrow to be extended for thirty (30) days where there is a need for DONOR to correct an adverse condition unless DONOR refuses to correct such condition(s) or unless correction requires more than thirty (30) days in which case escrow shall be extended to the date of refusal or date of correction(s) respectively.

6. **ESCROW HOLDER OBLIGATIONS:** Escrow Holder shall be obligated as follows:

- a. Provide current preliminary title report covering the Parcels;
- b. Preparation of all documents showing donation value of the Parcels shall be \$3,890,400;
- c. At Closing, the Grant Deed and the Certificate of Acceptance shall be recorded concurrently, vesting title to the Parcels in COUNTY;
- d. Issue or have issued to COUNTY the California Land Title Association policy of title insurance required herein;
- e. To obtain reconveyances from any holders of liens against the Parcels and record them concurrently with the Santa Barbara County Recorder's Office the executed Grant Deed and deliver the recorded Grant Deed to COUNTY;
- f. Complete or process IRS Form 1099, pertaining to DONOR at the closing of Escrow;
- g. Provide COUNTY and DONOR with Conformed Copies of all recorded documents pertaining to this Escrow; and
- h. Provide COUNTY and DONOR a final closing statement with certification by the title company; and
- i. Promptly disburse to SANTA BARBARA FOUNDATION, as fiscal sponsor of the CAMPAIGN for the benefit of the CAMPAIGN any and all remaining funds in Escrow that are unnecessary for this transaction as authorized by the RESOLUTION.

7. **COUNTY OBLIGATIONS:** The COUNTY shall be obligated as follows:

- a. COUNTY shall timely deliver to Escrow Holder all documents and fees required to be deposited by COUNTY under this Agreement.
- b. COUNTY shall be responsible to pay for any and all COUNTY costs identified as COUNTY'S costs as contained in this Agreement.
- c. COUNTY shall complete and sign Part V of IRC Form 8283 attached hereto and deliver to the Escrow Holder.

**8. DONOR'S REPRESENTATION AND WARRANTIES:** The DONOR represent and warrant that:

a. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Parcels or pending against the DONOR, which could affect DONOR'S title of the Parcels, or subject an owner of the Parcels to liability.

b. There are no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, or bankruptcy, reorganization or other proceedings pending against the DONOR restricting the Close of Escrow.

c. DONOR has not actually received any formal, written notice of any pending change in zoning from any governmental or quasi-governmental authority, which change would materially affect the present zoning or present use of the Parcels. The term "formal written notice" as used in this Agreement shall mean that kind and method of notice which must legally be given to the DONOR of the Parcels, but shall not mean notice by publication.

d. DONOR shall not subject the Parcels to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the execution of this Agreement that will not be eliminated prior to the Close of Escrow.

e. Neither the entering into this Agreement nor the performance of any of the DONOR'S obligations under this Agreement will violate the terms of any contract, agreement or instrument to which the DONOR is a party.

f. DONOR, at the time of the Close of Escrow, has not actually received any formal written notice of any presently uncured violation of any law, ordinance, rule or regulation (including, but not limited to, those relating to zoning, building, fire, health and safety) of any governmental, quasi-governmental authority bearing on the construction, operation, ownership or use of the Parcels.

g. DONOR shall not enter into any leases, contracts, options or agreements before and/or after the execution of this Agreement that will not be eliminated prior to the Close of Escrow. In the event the DONOR has entered and/or wishes to enter into a lease, contract, option or agreement, COUNTY at its sole option may terminate this Agreement.

h. DONOR directs that all proceeds and funds surplus to the donation shall be transmitted to the SANTA BARBARA FOUNDATION, as fiscal agent for CAMPAIGN, pursuant to the RESOLUTION.

Except for the warranties of paragraphs d and g above, the representations in this Section 8 are made to the best of the DONOR'S knowledge after reasonable inquiry.

**9. DONOR'S OBLIGATIONS:** The DONOR shall be obligated as follows:

a. DONOR shall deliver to the Escrow Officer an executed Grant Deed conveying fee interest to the Parcels in a form substantially similar to the Grant Deed attached hereto as Exhibit "B". The Grant Deed shall be vested in "COUNTY OF SANTA BARBARA, a political subdivision of the State of California."

b. DONOR ensures that the Parcels are free and clear of any and all liens and encumbrances other than those approved by COUNTY as provided above, including the removal of financial indebtedness (excepting taxes, which will be prorated to the Close of Escrow) not otherwise accepted by COUNTY.



c. DONOR shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Parcels and any and all taxes, assessments, and levies in respect to the Parcels not otherwise accepted by the COUNTY prior to the Close of Escrow.

d. DONOR shall not record any covenants, conditions or restrictions against the Parcels, including without limitation any application for annexation or development of the Parcels.

e. DONOR shall timely deliver to Escrow Holder all documents and fees required to be deposited by DONOR under this Agreement.

f. If DONOR chooses to claim a benefit from the donation of the Parcels as provided in this Agreement, DONOR shall be responsible for reporting the donation to the Internal Revenue Service (IRS) regarding the donation of the subject properties and does relieve and hold harmless Fidelity National Title and COUNTY from and against all costs, damages, judgments, attorney's fees expenses, and liability in connection with this transaction due to any Federal or State Taxes and/or penalties that may be due.

g. DONOR shall be responsible to pay for any and all costs identified as DONOR'S costs as contained in this Agreement. DONOR'S costs associated with this Agreement shall be deposited in to Escrow and paid by Escrow Officer at the Close of Escrow.

**10. COMMISSION:** It is understood that COUNTY and the DONOR represent themselves in this transaction and that no commission will be paid on this transaction.

**11. GOOD FAITH DISCLOSURE BY DONOR:** DONOR shall make a good faith disclosure to COUNTY, in substantially the same form shown on Exhibit "F", attached hereto and incorporated herein by reference, of any and all facts, findings, or information on the Parcels, known to DONOR after **reasonable inquiry**, including without limitation those relating to: 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 reports; environmentally hazardous material such as dioxins, oils, 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 by the DONOR concerning the condition of the Parcels, shall be delivered to COUNTY no later than **ten (10) days** following COUNTY's execution of this Agreement. Except for the disclosure requirements of this Section 11 and the representations and warranties provided elsewhere in this Agreement, COUNTY shall accept the Parcels from the DONOR without any representations or warranties whatsoever regarding the Parcels and on an "as is" and "where is" and basis.

If such facts or information provided by the DONOR disclose conditions that adversely affect the continued or contemplated use of the Parcels, and that COUNTY reasonably deems unacceptable, or if COUNTY otherwise discovers such facts or information through tests and/or surveys which disclose such conditions, and the DONOR is unwilling or unable to correct such conditions to the reasonable satisfaction of COUNTY or any governmental body having jurisdiction, then COUNTY may, at its sole option, terminate this Agreement. Within ten (10) business days of actual receipt of said disclosure information, COUNTY shall notify the DONOR of the conditions it deems unacceptable and the corrections desired and request the DONOR, at the DONOR'S expense, to correct the condition(s) affected thereby to the reasonable satisfaction of COUNTY and/or any governmental body having jurisdiction. Failure to so correct shall be grounds for termination of this Agreement.

**12. DEFAULTS AND DAMAGES:** Upon the breach by the DONOR of any of the representations and warranties contained in this Agreement, or the default by the DONOR in the performance of any other obligation of the DONOR set forth in this Agreement, COUNTY's sole and exclusive remedies shall be to exercise the following remedies: (a) COUNTY may terminate this Agreement by delivery of written notice to the DONOR, in which event the DONOR shall be responsible for all costs of escrow; or (b) COUNTY may institute proceedings in any court of competent jurisdiction to specifically enforce the performance by the DONOR of the terms of this Agreement.

**13. TIME OF ESSENCE:** Time is of the essence in the performance by the parties in respect to this Agreement.

**14. NOTICES:** All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, COUNTY may also provide notices, documents, correspondence or such other communications to the DONOR or their Representative by personal delivery or by first class mail postage prepaid and any such notices, documents, correspondence and communications so given shall be deemed to have been given upon actual receipt.

IF TO DONOR: Channel Islands Restoration, Inc  
Attn: Cindy Kimmick, President  
P.O. Box 40228  
Santa Barbara CA 93140  
Telephone: (310) 422-7706  
e-mail: Cindy@cirweb.org

IF TO DONOR: Marc Chytilo (delivery of which shall not constitute notice)  
Law Office of Marc Chytilo, APC  
P. O. Box 92233  
Santa Barbara CA 93190  
Telephone: (805) 682-0585  
e-mail: Marc@lomcsb.com

IF TO SANTA BARBARA FOUNDATION: Jessica Sanchez  
Director of Donor Relations  
Santa Barbara Foundation  
1111 Chapala Street, # 200  
Santa Barbara, CA 93101  
Telephone (805) 880-9366  
e-mail: jsanchez@sbfoundation.org

IF TO CAMPAIGN: Dani Lynch  
Co-President  
Foothills Forever Executive Committee  
PO Box 92233  
Santa Barbara, CA 93190  
Telephone (805) 617-9584  
e-mail: danilynchphotography@gmail.com

IF TO COUNTY: County of Santa Barbara  
General Services Dept./Real Property Division  
Attn: Project Manager, James Cleary  
1105 Santa Barbara Street, 2<sup>nd</sup> floor  
Santa Barbara, CA 93101  
Telephone: (805) 568-3070  
e-mail: jcleary@countyofsb.org

ESCROW OFFICER: Fidelity National Title Insurance Company  
Attn: Jacinta Hoang, Escrow Officer  
3700 Street, Suite 100  
Santa Barbara CA 93105  
Telephone: (805) 879-9433  
Facsimile: (805) 879-9450  
e-mail: jacinta.hoang@fnf.com

15. **SUCCESSORS**: This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, executors, successors and assignees of the parties to this Agreement.

16. **ASSIGNMENT PROHIBITION**: DONOR shall not assign its rights or delegate its duties under this Agreement, without the prior written consent of COUNTY, which consent may be withheld. Any sale, assignment, or other transfer in violation of this Section 16 shall be null and void.

17. **WAIVERS**: No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

18. **CONSTRUCTION**: Section headings are solely for the convenience of the parties and are not a part and shall not be used to interpret this Agreement. The singular form shall include the plural and vice-versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

19. **FURTHER ASSURANCES**: Whenever requested by the other party, each party shall execute, acknowledge and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and all further instruments and documents as may be necessary, expedient or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

20. **THIRD PARTY RIGHTS**: Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

21. **INTEGRATION**: This Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the donation of the Parcels.

22. **COUNTERPARTS**: This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.

23. **SURVIVAL**: The indemnification provisions of this Agreement shall survive termination and shall be binding on all successors in interest to the Parcels as provided in Section 15 above.

24. **AMENDMENT**: This Agreement may not be amended or altered except by a written instrument executed by COUNTY and DONOR.

25. **PARTIAL INVALIDITY**: Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.

26. **INDEMNIFICATION**: The DONOR covenants and agrees that all material representations regarding the Parcels are true and correct to the best of their knowledge and the DONOR agrees to fully indemnify and hold harmless COUNTY for all liability, claims, demands, damages and costs that may arise should the Parcels be other than that which was represented and warranted.

27. **EXHIBITS**: All exhibits are incorporated in this Agreement by reference.

28. **AUTHORITY OF PARTIES**: All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party. The DONOR represents and warrants that it is collectively the sole owner of the Parcels or is authorized by the DONOR of the Parcels to execute this Agreement, to consummate the transactions contemplated hereby, and no additional signatures are required.

29. **GOVERNING LAW**: The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.

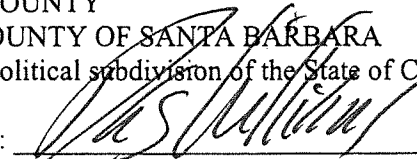
30. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES**: In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include digital signatures, such documents shall be accepted as if they bore original signatures provided that the signature and execution comply with the California Uniform Electronic Transactions Act. Without limiting the foregoing, the parties agree that signatures effected and delivered through the DocuSign service will satisfy this requirement. The foregoing notwithstanding, original signatures shall be required for the Grant Deed; facsimile and/or electronic signatures shall not be accepted for the Grant Deed. In the event that the Santa Barbara County Recorder's Office requires original signatures for other documents, the parties shall produce such original signatures within seventy-two (72) hours or at such other time as the parties mutually agree. Funds shall not be released until such time the Santa Barbara County Recorder's Office has received and accept documents bearing original signatures by the DONOR. The parties may agree to extend the Closing Date in order to obtain the necessary original signatures.

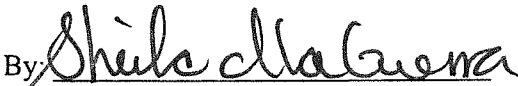
*(COUNTY, DONOR, SANTA BARBARA FOUNDATION and CAMPAIGN  
signatures continue on following pages)*

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Donation Agreement and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by COUNTY.

“COUNTY”  
COUNTY OF SANTA BARBARA  
a political subdivision of the State of California


ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

By:   
Das Williams, Chair  
Board of Supervisors

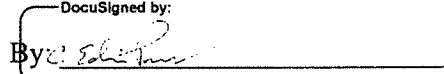
By:   
Sheila De La Guerra  
Deputy Clerk

Date: 6-6-23

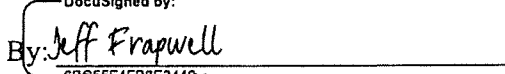
APPROVED AS TO FORM:  
RACHEL VAN MULLEN  
COUNTY COUNSEL

DocuSigned by:  
By:   
Johannah Hartley  
Deputy County Counsel

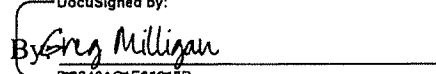
APPROVED AS TO ACCOUNTING FORM:  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

DocuSigned by:  
By:   
Betsy M. Schaffer, Jr.  
Deputy Auditor-Controller

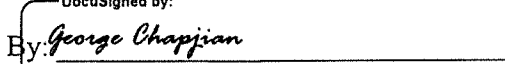
APPROVED AS TO CONTENT:  
COUNTY EXECUTIVE OFFICE

DocuSigned by:  
By:   
Jeff Frapwell  
Assistant County Executive Officer

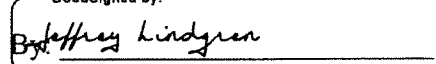
APPROVED AS TO FORM:  
CEO/RISK MANAGEMENT

DocuSigned by:  
By:   
Greg Milligan  
Risk Manager

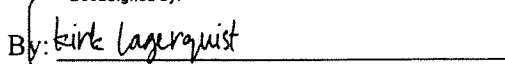
APPROVED:

DocuSigned by:  
By:   
George Chapjian, Director  
Community Services Department  
County Parks Division

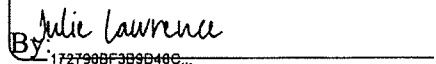
APPROVED:

DocuSigned by:  
By:   
Jeffrey Lindgren  
Parks Operation Manager  
County Parks Division

APPROVED:

DocuSigned by:  
By:   
Kirk A. Lagerquist, Director  
General Services Department

APPROVED:

DocuSigned by:  
By:   
Julie Lawrence  
Real Property Manager

(DONOR, SANTA BARBARA FOUNDATION and CAMPAIGN signatures continues on next page)

“DONOR”

CHANNEL ISLANDS RESTORATION, INC.  
a California public benefit, non-profit corporation

DocuSigned by:  
By: Cindy Kimmick  
Cindy Kimmick, President

Date: 5/21/2023 | 1:11 PM PDT

“SANTA BARBARA FOUNDATION”

Santa Barbara Foundation, Inc.  
a California public benefit non-profit corporation  
as Fiscal Sponsor for CAMPAIGN

DocuSigned by:  
By: Jackie Carrera  
Jackie Carrera  
Executive Director

Date: 5/21/2023 | 1:11 PM PDT

“CAMPAIGN”

Foothills Forever  
An unincorporated Association

DocuSigned by:  
By: Dani Lynch  
Dani Lynch, Co-President  
Foothills Forever Executive Committee

Date: 5/22/2023 | 1:48 PM PDT

Folio # 003994 – Donation:

- LOT 1 – APN: 059-020-059, 1155 Via Gaitero Road, Santa Barbara
- LOT 2 – APN: 059-020-041, 1165 Via Gaitero Road, Santa Barbara
- LOT 3 – APNs: 059-020-042 and 059-020-048, 1170 Via Gaitero Road, Santa Barbara,
- LOT 5 – APNs: 059-020-039 and 059-020-058, 1150 Via Gaitero Road, Santa Barbara,

## CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to:

- A. Accept the foregoing Escrow Instructions (the "Agreement").
- B. Act as the Escrow Holder under the Agreement for the fees herein described;
- C. Be bound by the Agreement in the performance of its duties as Escrow Holder.

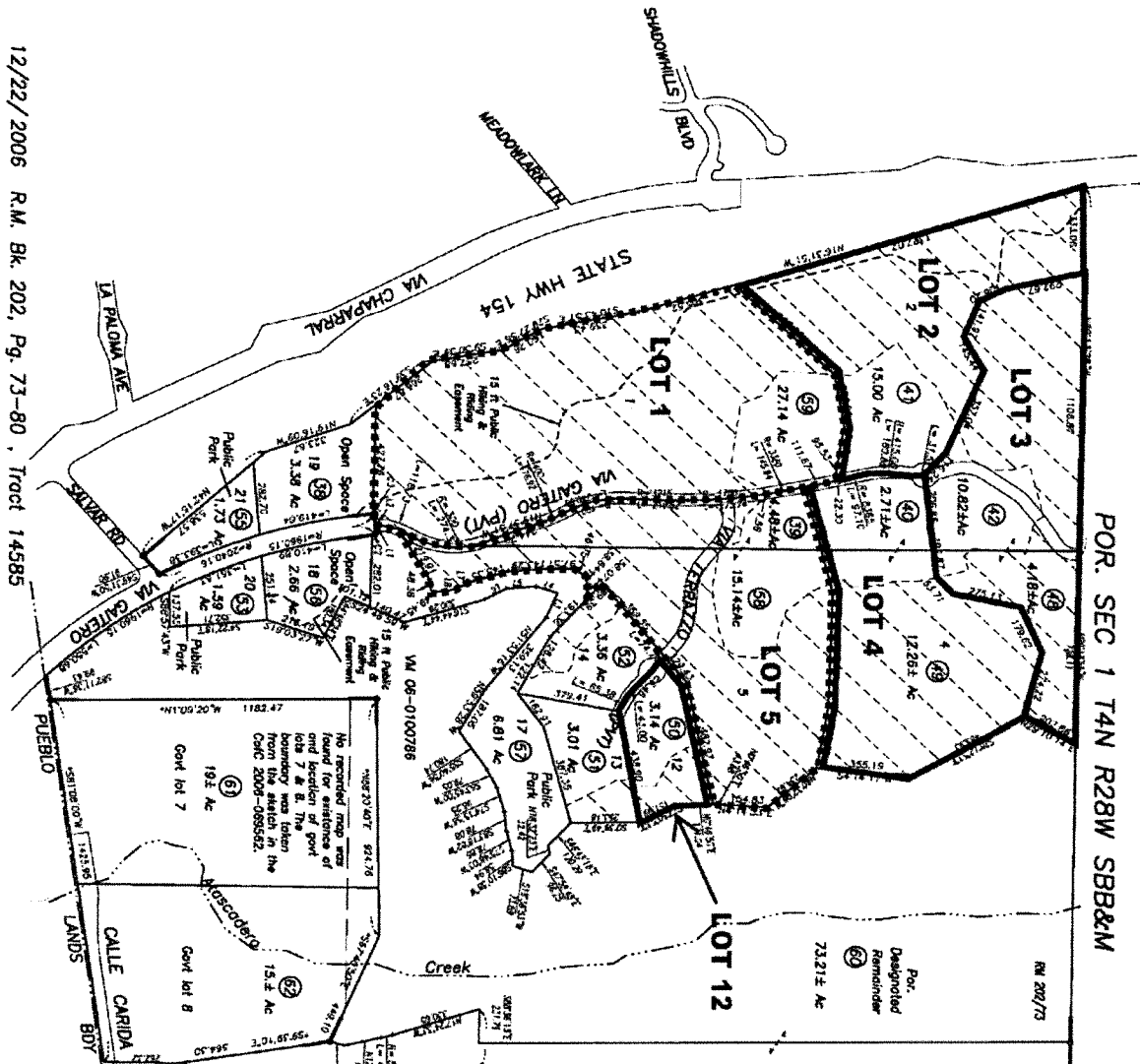
However, the undersigned will have no obligation, liability or responsibility under this consent or otherwise, unless and until the Agreement, fully signed by the parties has been delivered to the undersigned. Further, the undersigned will have no obligation, liability or responsibility under any amendment to the Agreement unless and until the amendment is accepted by the undersigned in writing.

FIDELITY NATIONAL TITLE  
INSURANCE COMPANY

DocuSigned by:  
By: Jacinta Hoang  
165AA53023AC4D4  
Jacinta Hoang, Escrow Officer

Date: 5/22/2023 | 2:55 PM PDT

# EXHIBIT A PROPERTY



POR. SEC 1 14N R28W SBB&M

059-02

- LOT 1 = APN 059-020-059  
1155 Via Galero Road  
Allemaill LLC Wyoming
- LOT 5 = APN 059-020-039  
APN 059-020-058  
1150 Via Galero Road  
Allemaill LLC Wyoming

- LOT 2 = APN 059-020-041  
1165 Via Galero Road  
Channel Islands Restorations INC

- LOT 3 = APN 059-020-042  
APN 059-020-048  
1170 Via Galero Road  
Channel Islands Restorations INC

- LOT 4 = APN 059-020-040  
APN 059-020-049  
1160 Via Galero Road  
Channel Islands Restorations INC

- LOT 12 = APN 059-020-050  
4265 Via Terrazzo  
Channel Islands Restorations INC

**NOTICE**  
Assessor's Office for tax assessment purposes only. Do not indicate either parcel listing or a valid boundary line.

Assessor's Map Bk, 059-Pg, 02  
County of Santa Barbara, Calif.

12/22/2006 R.M. Bk. 202, Pg. 73-80, Tract 14585

LD/DB



**RECORDING REQUESTED BY:**  
Fidelity National Title Company

**E X H I B I T B**

**WHEN RECORDED MAIL TO:**  
County of Santa Barbara  
General Services Department  
Real Property Division  
1105 Santa Barbara St. 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101

**GRANT DEED**

**COUNTY OF SANTA BARBARA  
OFFICIAL BUSINESS**

No fee pursuant to Government Code § 27383  
USE No Documentary Transfer Tax  
Pursuant to Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S  
A.P.Ns 059-020-039,-041,-042,-048,-058 & -059  
General Service #003994

<b>The undersigned grantor declares</b>	
DOCUMENTARY TRANSFER TAX \$	<u>    - 0 -    </u>
<input type="checkbox"/>	computed on full value of property conveyed, or
<input type="checkbox"/>	computed on full value less liens and encumbrances remaining at the time of sale.
<input checked="" type="checkbox"/>	Unincorporated Area of Santa Barbara County

**GRANT DEED**

For valuable consideration, receipt of which is hereby acknowledged CHANNEL ISLANDS RESTORATION, INC., a California public benefit, non-profit corporation, as GRANTOR, hereby grants to COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors or assigns, as GRANTEE, fee title to that certain real property situated in the County of Santa Barbara, State of California, more particularly described in Exhibit "A" Burdened Parcels) hereto, incorporated herein by this reference.

This Grant Deed is specifically subject to a restriction in perpetuity limiting use of the Burdened Parcels to open space and passive recreational uses, such as hiking trails, as well as use for public access, wildlife, native plants and habitat preservation, and ecological restoration and protection of native species and their habitats. Recreational and open space use of the Parcels shall exclude the use of motorcycles, bicycles, equestrian uses and dogs off leash.

The Burdened Parcels, or any portion thereof, may not be used as security for any debt.

These restrictions imposed on the Burdened Parcels shall run with the land and pass with each and every portion of the Burdened Parcels and shall apply to and bind the respective successors in interest to the Burdened Property.

DATE: \_\_\_\_\_

"GRANTOR"  
CHANNEL ISLANDS RESTORATION, INC.  
a California public benefit, non-profit corporation

\_\_\_\_\_  
Cindy Kimmick, President

**MAIL TAX STATEMENT TO: SAME AS ABOVE**



Exhibit "A"  
Legal Description

For APNs: 059-020-059, (LOT 1), 059-020-041, (LOT 2),  
059-020-042 & 059-020-048 (LOT 3), 059-020-039 & 059-020-058, (LOT 5)

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

LOTS 1, 2, 3 AND 5 OF TRACT NO. 14585, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP THEREOF RECORDED IN BOOK 202, PAGES 73 - 80 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL TWO:**

EASEMENTS FOR A STORM WATER DETENTION BASIN, DRAINAGE, UTILITIES AND PRIVATE ROAD PURPOSES CONTAINED IN THAT CERTAIN DEED RECORDED DECEMBER 22, 2006 AS INSTRUMENT NO. 2006-0099795, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL THREE:**

EASEMENTS FOR STORM WATER DETENTION, A WETLAND AREA, SURFACE WATER DRAINAGE AND NATIVE GRASSLAND TO SATISFY THE CONDITONS OF APPROVAL FOR 01TRM-00000-00005 (TM 14,585) AS RESERVED IN THAT CERTAIN GRANT DEED AND AGREEMENT RECORDED DECEMBER 22, 2006 AS INSTRUMENT NO. 2006-0099796 OF OFFICIAL RECORDS OF SANTA BARBARA COUNTY.

APNs: 059-020-059,(LOT 1), -041, (LOT 2),-042, & -048, (LOT 3), -039 & -058, (LOT 5)

**EXHIBIT C  
CERTIFICATE OF ACCEPTANCE**

**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2023, from CHANNEL ISLANDS RESTORATION, INC., a California public benefit, non-profit corporation, as GRANTOR, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California ("COUNTY"), its successors or assigns, as GRANTEE, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on \_\_\_\_\_, 2023, and the County of Santa Barbara, consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_

CLERK  
CLERK OF THE BOARD OF  
SUPERVISORS COUNTY OF SANTA  
BARBARA

By: \_\_\_\_\_  
Sheila de la Guerra  
Deputy Clerk

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By: \_\_\_\_\_  
Johannah Hartley  
Deputy County Counsel

## EXHIBIT D

### Contemporaneous Written Acknowledgment



#### COUNTY EXECUTIVE OFFICE

Mona Miyasato, County Executive Officer  
Nancy Anderson, Chief Assistant County Executive Officer  
Jeff Frapwell, Assistant County Executive Officer  
Tanja Heitman, Assistant County Executive Officer

*[insert date]*

Cindy Kimmick, President  
Channel Islands Restoration, Inc  
P.O. Box 40228  
Santa Barbara CA 93140

RE: Contemporaneous Written Acknowledgment  
Assessor Parcel Numbers: 059-020-059, (Lot 1), -041, (Lot 2), -042 & -048, (Lot 3) and  
-039 & -058, (Lot 5)

Dear Ms. Cindy Kimmick

This letter shall serve as a contemporaneous written acknowledgment of your donation of those certain real parcels in an unincorporated area of the County of Santa Barbara, State of California, commonly known as:

- 1150 Via Gaitero Road, APN: 059-020-039 & 059-020-058 (Lot 5)
- 1155 Via Gaitero Road, APN: 059-020-059 (Lot 1)
- 1165 Via Gaitero Road, APN: 059-020-041 (Lot 2)
- 1170 Via Gaitero Road, APN: 059-020-042 & 059-020-048 (Lot 3)

Referred to as the Donated Parcels to the County of Santa Barbara, a political subdivision of the State of California on the date of this letter

No goods or services were provided to Channel Islands Restoration by the County in return for the Donated Parcels.

Thank you for your support and please contact me if you have any questions.

*[insert name]*  
*[insert title]*

cc: Santa Barbara Foundation – Jessica Sanchez  
Foothills Forever – Dani Lynch

# EXHIBIT E

## Department of the Treasury Internal Revenue Service Form 8283

<b>Form 8283</b> (Rev. November 2022) Department of the Treasury Internal Revenue Service	<b>Noncash Charitable Contributions</b> Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property. Go to <a href="http://www.irs.gov/Form8283">www.irs.gov/Form8283</a> for instructions and the latest information.	OMB No. 1545-0074  Attachment Sequence No. <b>155</b>
Name(s) shown on your income tax return		Identifying number

**Note:** Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

**Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities**—List in this section **only** an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. See instructions.

Part I Information on Donated Property—If you need more space, attach a statement.			
1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (if or a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

**Note:** If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

**Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)**—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property		
2	Check the box that describes the type of property donated.	
	<b>a</b> <input type="checkbox"/> Art* (contribution of \$20,000 or more) <b>b</b> <input type="checkbox"/> Qualified Conservation Contribution <b>c</b> <input type="checkbox"/> Equipment <b>d</b> <input type="checkbox"/> Art* (contribution of less than \$20,000)	<b>e</b> <input type="checkbox"/> Other Real Estate <b>f</b> <input type="checkbox"/> Securities <b>g</b> <input type="checkbox"/> Collectibles** <b>h</b> <input type="checkbox"/> Intellectual Property <b>i</b> <input type="checkbox"/> Vehicles <b>j</b> <input type="checkbox"/> Clothing and household items <b>k</b> <input type="checkbox"/> Other

\* Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.  
 \*\* Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

**Note:** In certain cases, you must attach a qualified appraisal of the property. See instructions.

3	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift.	(c) Appraised fair market value
A			
B			
C			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	(h) Amount claimed as a deduction (see instructions)	(i) Date of contribution (see instructions)
A						
B						
C						

Name(s) shown on your income tax return	Identifying number
---	--------------------

**Part II Partial Interests and Restricted Use Property (Other Than Qualified Conservation Contributions)**— Complete lines 4a through 4e if you gave less than an entire interest in a property listed in Section B, Part I. Complete lines 5a through 5c if conditions were placed on a contribution listed in Section B, Part I; also attach the required statement. See instructions.

- 4a Enter the letter from Section B, Part I that identifies the property for which you gave less than an entire interest \_\_\_\_\_  
If Section B, Part II applies to more than one property, attach a separate statement.
- b Total amount claimed as a deduction for the property listed in Section B, Part I: (1) For this tax year . . . . . \_\_\_\_\_  
(2) For any prior tax years . . . . . \_\_\_\_\_
- c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization in Section B, Part V, below):  
Name of charitable organization (donee) \_\_\_\_\_  
Address (number, street, and room or suite no.) \_\_\_\_\_ City or town, state, and ZIP code \_\_\_\_\_
- d For tangible property, enter the place where the property is located or kept \_\_\_\_\_
- e Name of any person, other than the donee organization, having actual possession of the property \_\_\_\_\_

	Yes	No
5a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?	<input type="checkbox"/>	<input type="checkbox"/>
b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
c Is there a restriction limiting the donated property for a particular use? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>

**Part III Taxpayer (Donor) Statement**—List each item included in Section B, Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Section B, Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Section B, Part I and describe the specific item. See instructions.

Signature of taxpayer (donor)	Date
-------------------------------	------

**Part IV Declaration of Appraiser**

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

<b>Sign Here</b>	Appraiser signature	Date
	Appraiser name	Title
Business address (including room or suite no.)		Identifying number
City or town, state, and ZIP code		

**Part V Donee Acknowledgment**

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date \_\_\_\_\_

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282**, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use?  Yes  No

Name of charitable organization (donee)	Employer identification number	
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
Authorized signature	Title	Date

**EXHIBIT F**

**Good Faith Disclosure**

**GOOD FAITH DISCLOSURE**

[insert DONOR(S) Name(s)], as the owners, hereinafter referred to as "DONORS(S)", of that certain real property in, an unincorporated area of the County of Santa Barbara, State of California, commonly known as [insert street address(es), City], California and more particularly identified as Assessor's Parcel Number(s) [insert APN(s)] and all improvements / no improvements on said Parcel(s) hereinafter collectively referred to as the "Property", to the best of his/her/their knowledge, make the following Good Faith Disclosures pursuant to Provision 11 of the Real Property Donation Agreement and Escrow Instructions between DONER(S) and the County of Santa Barbara, political subdivision of the State of California, (the "COUNTY").

1. The historical use of the Property has been as a *single family residence/vacant lot(s)/open space* up to [insert month or year]. Since that time, the Property has been [describe use(s) and/or current condition].
2. To the best of DONER(S) knowledge, prior to [insert month or year from 1. above], the geologic condition of the Property was such that a *single family residence/vacant lot(s)/open space* could be *maintained/provided* on the Property.
3. To the best of DONER(S) knowledge, the biological condition prior to since [insert month or year from 1. above], the Property had [describe uses(s) and/or description of the Property], and after [insert month or year] it was/is [describe uses(s) and/or description of the Property].
4. DONER(S), to the best of his/her/their knowledge, is/are not aware of any archeological sites on the Property.
5. In regard to hazardous material and environment contamination, DONER(S), to the best of their knowledge are not aware of any.

"DONER(S)"

*insert DONOR(S) Name(s) as appears on grant deed*

By: \_\_\_\_\_  
*insert DONOR Name*  
*insert DONOR Title*

By: \_\_\_\_\_  
*insert DONOR Name*  
*insert DONOR Title*

Date: \_\_\_\_\_

Date: \_\_\_\_\_