

CARPINTERIA BLUFFS III ACQUISITION
AGREEMENT BETWEEN THE COUNTY OF SANTA BARBARA
AND CITY OF CARPINTERIA

This Agreement is made on this 24th day of March, 2020, by and between the City of Carpinteria, a general law city within the County of Santa Barbara, California (hereinafter referred to as "GRANTEE"), and the County of Santa Barbara, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), 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 21 acres, known as Carpinteria Bluffs III property (APN Nos. 001-210-020 & 001-210-024), located south of Carpinteria Avenue, east of commercial property and open space lands and west of Rincon Beach Park in the City of Carpinteria, as shown on Exhibits "A" and "B" of Attachment 1, attached hereto and incorporated herein by reference, (hereinafter the "PROPERTY");

WHEREAS, The PROPERTY's approximately 21 acres of open space has natural coastal resources and coastal tourism and recreational value; and

WHEREAS, COUNTY has chosen to award GRANTEE one hundred and forty-four thousand and seven hundred and fifty dollars (\$144,750.00) 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 and an updated appraisal letter dated March 13, 2018 for the PROPERTY.

WHEREAS, The Land Trust for Santa Barbara County (hereinafter the "LAND TRUST") purchased the PROPERTY for the appraised amount of six million dollars (\$6,000,000.00) and sold it to GRANTEE on March 27, 2020 for nine hundred and forty-four thousand and seven hundred and fifty dollars (\$944,750.00) with the stipulation that GRANTEE convey a Conservation Easement over PROPERTY to LAND TRUST.

WHEREAS, on March 27, 2020, along with the purchase of PROPERTY, GRANTEE conveyed a Conservation Easement to LAND TRUST that protects the long-term conservation of the PROPERTY's open space, native habitat, and coastal access, in perpetuity.

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 LAND TRUST, for the long-term conservation of the Property's open space, scenery, habitat for native plants and animals, coastal access, and trails for non-motorized recreation of many types, in perpetuity. The Conservation Easement shall be the "Conservation Easement Deed and Agreement" attached hereto as Attachment 1, incorporated herein by reference.

(a) **CREF GRANT FOR ACQUISITION**: COUNTY shall pay a total of one hundred and forty-four thousand and seven hundred and fifty dollars (\$144,750.00) from the Coastal Resource Enhancement Fund, Fund #0063, Dept. #053, Program #5090, Account #7863, Project #1702 (hereinafter referred to as "Grant Funds") towards the purchase of the PROPERTY, no later than thirty (30) days after execution of this Agreement.

(b) **DEFINITION OF PROPERTY**: The two subject properties to be purchased with this grant are defined as: 4.72-acre of the current Assessor Parcel Number Book 01, Page 210, Parcel 20 and 16.93-acre of the current Assessor Parcel Number Book 01, Page 210, Parcel 24, 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 Exhibits "A" and "B" in Attachment 1, 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 Exhibits "A" and "B" of Attachment 1 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 own and manage the PROPERTY.

2. **GRANTEE'S RESPONSIBILITY**: On March 27, 2020, GRANTEE paid LAND TRUST the necessary consideration for the purchase of the PROPERTY, acquiring fee interest in said PROPERTY. On March 27, 2020, GRANTEE conveyed the Conservation Easement over said PROPERTY to LAND TRUST as set forth in Attachment 1 hereto. GRANTEE further agrees to be the long-term steward of the PROPERTY.

(a) GRANTEE purchased the PROPERTY from LAND TRUST for nine hundred and forty-four thousand and seven hundred and fifty dollars (\$944,750.00). Along with CREF

Grant Funds in the amount of one hundred and forty-four thousand and seven hundred and fifty dollars (\$144,750.00), GRANTEE secured an additional amount of funds not less than eight hundred thousand dollars (\$800,000.00), 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 obtained a California Land Title Association owner's policy of title insurance covering six million dollars (\$6,000,000.00), PROPERTY's appraised value. Costs of 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) 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 pay the Grant Funds (\$144,750.00) to fund the purchase of the PROPERTY.

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 \$144,750.00, 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. **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.

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.

5. **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 payment of CREF Grant Funds, 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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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: Julie Lawrence
juliel@countyofsb.org
(805) 568-3065

To GRANTEE: City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013
Attn: Matt Robert, Parks & Recreation Director
matt@ci.carpinteria.ca.us
805-755-4449

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.

11. **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.
12. **ACKNOWLEDGMENT**: GRANTEE shall publicly identify in a news release and 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."
13. **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.
14. **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.
15. **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.
16. **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.
17. **SUCCESSORS AND ASSIGNS**: The provision of this Agreement shall be fully binding on all successors and assigns of the parties.
18. **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.

19. **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.

20. **TAXES:** GRANTEE shall be responsible for payment of all taxes due as a result of the Agreement. GRANTEE's Federal Tax Identification Number is 95-2414438.

21. **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.

22. **FACSIMILE SIGNATURES:** In the event that the parties hereto utilize facsimile or electronically transmitted documents which include signatures, such documents shall be accepted by GRANTEE 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.

This Agreement between the COUNTY and GRANTEE is executed on the dates shown below and shall be effective when signed by all parties.

COUNTY OF SANTA BARBARA

ATTEST:

CLERK OF THE BOARD

By: Shirley deGuerra
Deputy Clerk of the Board

[Signature]
Chair, Board of Supervisors

COUNTY APPROVAL AS TO FORM

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: [Signature]
Deputy

BETSY SCHAFFER, CPA
AUDITOR-CONTROLLER

By: [Signature]

REAL PROPERTY

By: [Signature]
Carlo Achdjian,
Real Property Manager

RISK MANAGEMENT

By: [Signature]
Ray Aromatorio, ARM, AIC
Risk Manager

CITY OF CARPINTERIA

GRANTEE:

BY: [Signature]
Dave Durlinger, City Manager
City of Carpinteria

ATTACHMENT 1
CONSERVATION EASEMENT
DEED and AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

THE LAND TRUST FOR SANTA
BARBARA COUNTY
Post Office Box 91830
Santa Barbara, California 93190-1830
Telephone: (805) 966-4520

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: 001-210-020, 001-210-024

DEED OF CONSERVATION EASEMENT

(RINCON BLUFFS PRESERVE)

This DEED OF CONSERVATION EASEMENT ("Easement") is made this 9TH day of MARCH, 2020, by **CITY OF CARPINTERIA**, a California municipal corporation ("CITY"), in favor of **THE LAND TRUST FOR SANTA BARBARA COUNTY**, a California nonprofit public benefit corporation ("LAND TRUST") (each a "Party" and, collectively, "Parties"), for the purpose of granting in perpetuity the Easement and associated rights described below. This Easement shall be effective upon recordation in the Official Records of the County of Santa Barbara, State of California (such date of recordation, the "Effective Date").

RECITALS

- A.** CITY is the sole owner in fee simple of certain real property consisting of approximately 21.65 acres, located within the City of Carpinteria and the County of Santa Barbara, State of California, having an address of 6351 Carpinteria Avenue, identified as Santa Barbara County APNs 001-210-020 and 001-210-024, and described in Exhibit A and depicted on Exhibit B, each attached hereto and incorporated herein by this reference (the "Property").
- B.** LAND TRUST is a publicly-supported, tax-exempt "qualified conservation organization" as defined by Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and Section 23701(d) of the California Revenue & Taxation Code, and is eligible to hold this Easement pursuant to Section 815.3 of the California Civil Code. As certified by Resolution of its governing body, LAND TRUST accepts the responsibility of monitoring and enforcing the terms of this Easement and upholding its conservation purposes.
- C.** The California Coastal Conservancy ("Conservancy"), the California Natural Resources Agency ("Resources"), and the County of Santa Barbara ("County") have provided public funds to CITY to support the acquisition and permanent preservation of the Property and to provide for the long-term conservation of the Property's open space, scenery, habitat for native plants and animals, coastal access and recreational opportunities, as further described below.

D. Resources provided funds for the fee acquisition of the Property under grant agreement number E-13604-0 dated January 29, 2019, from the Environmental Enhancement and Mitigation Fund to mitigate for environmental impacts from transportation facilities.

E. The Conservancy provided funds for the fee acquisition of the Property under grant agreement number 17-098, dated June 13, 2018, from The California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40) (Stats. 2001, Ch. 875, section 1, codified as Cal. Pub. Res. Code sections 5096.600 – 5096.689) pursuant to the statutory authorization to fund in Chapter 9 of Division 21 of the Public Resources Code (Cal. Pub. Res. Code sections 31400 – 31410.)

F. The County, Conservancy, and Resources provided these funds to CITY for the purchase of the Property pursuant to unrecorded separate agreements (collectively, the “Grant Agreements”) respectively.

G. The Grant Agreements require CITY to convey or cause to be conveyed a conservation easement on the Property to LAND TRUST. It is the desire of CITY and a condition of these Grant Agreements to allow use of the Property for public access consistent with the Conservation Values (defined in Recital J of this Easement) of the Property.

H. In order to satisfy conditions of the Conservancy and Resources Grant Agreements, the Parties anticipate recording an Irrevocable Offer to Dedicate Title in Fee and Declaration of Restrictive Covenants (“OTD”) by the Conservancy and a Memorandum of Unrecorded Grant Agreement (“MOUGA”) by Resources, which restrict use and development of the Property independent of this Easement. In an effort to provide a consistent set of restrictions on the Property, LAND TRUST, Resources, and the Conservancy will coordinate any joint approval or enforcement required by this Easement.

I. Citizens for the Carpinteria Bluffs, a California nonprofit public benefit corporation (“Citizens”), LAND TRUST, and CITY have also raised significant private and public funds for the acquisition and preservation of the Property and to establish an endowment for its maintenance.

J. The Property possesses many attributes that are of importance to the people of Carpinteria, Santa Barbara County, and the State of California, including natural conditions, open space, habitat for native plants and wildlife, including riparian habitat contained within a seasonal drainage and seasonal wetland pools, coastal access, trails for non-motorized recreation of many types, and scenic views of the Property and of the Santa Barbara Channel, the Channel Islands, and the Santa Ynez Mountains (collectively, the “Conservation Values”).

K. The current physical and biological conditions of the Property, as well as its current uses and state of improvement, are described in a baseline conditions report dated December 16, 2019, and prepared by LAND TRUST, with the cooperation of CITY, consisting of maps, photographs, and other documents, and acknowledged by both Parties to be complete and accurate (the “Baseline Report”). As certified on the acknowledgement attached hereto as Exhibit C and incorporated herein by this reference, CITY and LAND TRUST acknowledge that the Baseline Report is accurate as of the Effective Date of this Easement. Both CITY and LAND TRUST have received copies of the Baseline Report, which will be used by LAND TRUST to assist in its

monitoring and enforcement of CITY'S compliance with the Easement. The Baseline Report, however, is not intended to preclude the use of other evidence by either Party to establish the baseline condition of the Property if there is a controversy over some aspect of that condition.

L. The grant of this Easement will further the purposes of the following clearly delineated governmental conservation policies:

Section 815 of the California Civil Code, in which the California Legislature has declared that (1) "the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition is among the most important environmental assets of California"; and (2) it is "in the public interest of this state to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations."

Divisions 20 and 21 of the California Public Resources Code call for the protection, conservation, restoration, and enhancement of the environment of the California coastline.

The Santa Barbara County Comprehensive Plan, as amended from time to time, which currently includes as two of its goals the preservation of natural systems and the preservation of open space.

The City of Carpinteria General Plan, which contains many objectives and policies that support the preservation of land and open space for habitat and recreation:

Objective OSC-1: Protect, preserve and enhance local natural resources and habitats.

Objective OSC-2: Preserve and restore the natural resources of the Carpinteria Bluffs.

Objective OSC-15: Maintain the existing trail system and provide additional recreation and access opportunities by expanding the trail system.

M. CITY intends, as part of its General Plan update process, to consider re-designating and re-zoning the Property to a General Plan designation and zoning classification consistent with the maintenance and protection of the Conservation Values, such as Open Space/Recreation (General Plan designation) and Recreation (zoning classification).

N. CITY desires to convey to LAND TRUST, and LAND TRUST desires to accept from CITY, this Easement to ensure that the Conservation Values will be conserved and sustained in perpetuity and that no uses of the Property that are inconsistent with the protection of the Conservation Values will be allowed.

Deed and Agreement

In consideration of the recitals set forth above, and in consideration of their mutual promises and covenants, CITY hereby grants and conveys to LAND TRUST and all successors and assigns, and LAND TRUST hereby accepts, a perpetual conservation easement as defined by Section 815.1 of the Conservation Easement Act of 1979 (California Civil Code section 815 *et seq.*) over the Property, of the nature and character described in this Easement.

1. **PURPOSE.** The purpose of this Easement is to ensure protection of the Conservation Values (the "Purpose"). The Parties intend that this Easement will limit the use of the Property only to activities that are in conformance with the Purpose. As used in this Easement, the terms "significantly impair" and "significant impairment" shall mean to diminish in quantity, quality, value, strength or viability for more than a transient period.

2. **AFFIRMATIVE RIGHTS CONVEYED TO LAND TRUST.**

To accomplish the Purpose, CITY hereby conveys the following rights and interests to LAND TRUST to the extent they are carried out in accordance with applicable federal, state, and county laws and ordinances, and CITY Regulation(s) (as defined in Section 6 below) (collectively, "Applicable Law"), and subject to acquiring any required regulatory approvals:

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

(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 the baseline condition thereof, to conduct research on and make scientific observations of the ecological systems, and to monitor the uses and practices regarding the Property to determine whether they are consistent with this Easement. Except in cases where LAND TRUST determines, in its reasonable discretion, that immediate entry is required to investigate a use or condition on the Property in order to monitor, prevent, terminate, or mitigate a violation or potential violation of the terms of this Easement, such entry shall be permitted upon prior notice to CITY and shall be made in a manner that will not unreasonably interfere with CITY'S management, compliance with this Easement, and the public's use of the Property.

(c) **Prevent Significant Damage to Conservation Values.** Subject to compliance with the notice requirements contained herein, to prevent any activity on or use of the Property as provided in this Easement that is inconsistent with the Purpose or may cause significant damage to the Conservation Values, to require the restoration of such areas or features that may be damaged by any inconsistent activity or use, and to otherwise enforce the terms of this Easement.

(d) **Implement Conservation Improvements.** To develop and implement, in consultation with and upon agreement by CITY, which shall not be unreasonably withheld, projects for the purpose of identifying and promoting ecological improvements or enhanced

management techniques which may restore or enhance the Property. Such improvements and/or techniques shall not impose involuntary costs on CITY and shall not unduly interfere with uses expressly permitted under this Easement or the restrictions contained in the MOUGA and OTD. Such projects may include, but are not limited to, planting and/or maintaining native vegetation on the Property; controlling and removing non-native vegetation, noxious weeds, feral and non-native animals on the Property; undertaking actions to introduce or reintroduce native animal species known to occur, or to have occurred in the area of the Property; construction of wetland and recreational access features; and erecting, maintaining, and/or removing fencing on the Property.

(e) **Install and Maintain Signage.** To install and maintain a sign or signs or other appropriate markers in prominent locations on the Property bearing information indicating that the Property is protected, marking trails, recognizing partners and donors, or providing educational information about the Property and the surrounding natural and historical resources. The design, size, and wording of the signage shall be determined by CITY and LAND TRUST, and LAND TRUST shall be responsible for the costs of erecting and maintaining such signs or markers unless CITY accepts responsibility for such signage. All signs shall be sited and designed in accordance with the Purpose and shall not significantly impair the Conservation Values.

3. **PERMITTED USES AND PRACTICES THAT ARE COMPATIBLE WITH THIS EASEMENT.**

CITY and LAND TRUST intend that this Easement shall confine the uses of the Property to those uses that are consistent with the Purpose of this Easement. The following uses and practices, if conducted in accordance with Applicable Law, applicable regulatory approvals, the MOUGA and OTD recorded concurrently with this Easement, and the Management and Improvement Plan (as defined in Section 3(a) below), if applicable, are specifically permitted and constitute compatible uses under this Easement and are therefore reserved to CITY, its personal representatives, successors, and assigns, as provided below. In an effort to create clarity regarding the consistency of the restrictions affecting the Property, the parties acknowledge and agree that, as among the restrictions contained in the OTD, MOUGA, and this Easement, the more restrictive of such restrictions shall prevail.

(a) **Management and Improvement Plan.** CITY may develop and implement a resource management and improvement plan that shall include a public access component ("Management and Improvement Plan"). The Management and Improvement Plan shall be a guiding document for protecting, restoring, and enhancing the significant, undeveloped and relatively natural ecosystems and cultural resources, while providing compatible public recreational use. At a minimum, the Management and Improvement Plan shall include a description of (a) the existing conditions of the Property, (b) the management goals for the Property, (c) the recommended methods and activities for reaching the management goals, and (d) the process to monitor, evaluate, and, if necessary, adapt over time to reach the management goals. It is not the intent of the Management and Improvement Plan to include a formal master plan for long-term recreational use. Best management practices will be incorporated into the Management and Improvement Plan to assure that all management activities are conducted in a manner that is consistent with the terms of this Easement.

The Management and Improvement Plan and any future updates and amendments will be subject to review and approval by LAND TRUST, Resources, and the Conservancy, which approval shall not be unreasonably withheld. LAND TRUST'S review and approval of the Management and Improvement Plan and any future updates and amendments shall be limited to assuring the Management and Improvement Plan's consistency with the terms, conditions, and Purpose of this Easement.

The Management and Improvement Plan shall not be implemented on the Property until it has been approved by LAND TRUST. Once the Management and Improvement Plan is approved by LAND TRUST, uses and improvements described in that approved Management and Improvement Plan, and all development necessary to implement those described uses and improvements, shall be deemed to be consistent with the Purpose of this Easement and shall be permitted on the Property without further notice to or approval by LAND TRUST required; provided that all such uses and improvements, and all development necessary to implement those described uses and improvements, are consistent with the Purpose and other terms and conditions of this Easement.

(b) Recreational Trails and Maintenance. CITY may develop, maintain, reroute, restore, and improve public recreational trails on the Property in compliance with the Management and Improvement Plan and Applicable Law and undertaken in a manner so as to minimize significant impairment of the Conservation Values. Such trails shall be designed and located in consultation with LAND TRUST. With LAND TRUST'S prior written approval, which shall not be unreasonably withheld, certain sections of such trails may be paved to accommodate persons with mobility disabilities so long as such paving is undertaken in a manner so as to minimize significant impairment of the Conservation Values.

(c) Parking. CITY may construct a single parking lot of no more than 25,000 square feet on the east end of the Property as depicted in Exhibit D, attached hereto and incorporated herein by this reference. Additional parking facilities on the Property may be constructed upon prior written approval of LAND TRUST, which approval shall not be unreasonably withheld, and only if necessary to support documented public recreational use of the Property. Parking revenue collected, if any, shall be used for Property management and maintenance.

(d) Structures. Not including any structures constructed pursuant to Section 3(l), CITY may construct no more than two (2) one-story buildings (not exceeding 800 square feet of total combined building footprint and not to exceed sixteen (16) feet in height) limited to restroom, equipment storage, and interpretive uses. Buildings shall be sited as close to Carpinteria Avenue as cost-effective engineering, architectural, and aesthetic design allows and in no event more than one hundred fifty (150) feet from Carpinteria Avenue. In addition, an outdoor ocean-view amphitheater may be constructed; provided that such amphitheater shall be made from materials that appear natural, such as stone and timber; shall not exceed ten (10) feet in height above existing grade; and shall be no larger than approximately three thousand (3,000) square feet in size. CITY may also construct overlooks and erosion-control structures along the edge of the bluff to provide for safe public access to the edge of the bluff.

(e) Signage. CITY may construct signs or other appropriate markers in prominent locations on the Property bearing information that the Property is protected, marking trails,

recognizing donors and supporters, and providing educational information about the Property and the surrounding natural and historical resources. All signs shall be sited and designed in accordance with the Purpose and shall not significantly impair the Conservation Values.

(f) Fences. CITY may construct permanent or temporary fences for the purposes of closing areas to public access, managing vegetation or habitat, preventing vehicle access to the Property, and for the health or safety of the public. All fences shall be constructed in compliance with the Management and Improvement Plan and Applicable Law and shall be designed and sited to minimize significant impairment of the Conservation Values.

(g) Public Access. The Property may be used by the public for noncommercial passive recreational uses such as wildlife viewing, walking, hiking, biking, and birdwatching, provided that all public access shall be compatible with the Purpose.

(h) Vegetation Management and Removal, and Habitat Restoration and Improvement Projects. CITY, in consultation with and upon agreement by LAND TRUST, which shall not be unreasonably withheld, may (1) mow or remove vegetation on the Property for trail management, weed control, and fire prevention, and as provided below; (2) develop and implement projects which may restore or enhance the Conservation Values of the Property, including, but not limited to, planting and/or maintaining native vegetation on the Property; controlling and removing non-native vegetation and noxious weeds on the Property; undertaking actions to introduce or reintroduce native animal species known to occur, or to have occurred in the area of, the Property; and construction of wetland features on the Property; and (3) support new native plantings with irrigation system installations in accordance with sound, generally accepted management practices. Actions authorized under this section shall be undertaken in compliance with the Management and Improvement Plan and Applicable Law, shall not impose involuntary costs on LAND TRUST, and shall not unduly interfere with other permitted uses.

The control (using selective control techniques) and removal of non-native invasive vegetation is permitted and encouraged. CITY may clear or trim native vegetation only as provided above in this section and:

- (i)** To maintain defensible space, pursuant to the Fire Department with jurisdiction, around structures, roads, and utilities.
- (ii)** In an emergency when necessary to prevent personal injury or property damage, such as flood or fire. CITY shall notify LAND TRUST prior to or as soon as possible after beginning any emergency clearing, as set forth in Section 8(a).
- (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 and in a manner consistent with the Purpose of this Easement.

(i) Special Events. CITY may allow special events, such as social, recreational, and educational events, that do not significantly impair the Conservation Values. Any special event

shall not exceed a maximum of twelve (12) hours in duration. CITY may allow up to six (6) special events per year, each with a maximum of 250 persons. CITY may allow additional special events exceeding 250 persons upon prior written approval of LAND TRUST, which shall not be unreasonably withheld. Revenue collected by the CITY from such events, if any, shall be used for management and maintenance of the Property.

(j) Routine Maintenance, Repair, and Installation. CITY may maintain, repair, and replace structures, fences, roads, recreational trails, drainage ditches, underground utilities and other improvements, both existing and approved pursuant to this Easement. Notwithstanding Sections 4(m) and 4(o), with prior written notice to LAND TRUST, CITY may alter topography, watercourses, and drainage features on the Property when necessary to maintain or repair drainage features or avoid damage to other real property and/or to manage coastal erosion, provided that such activities shall not significantly impair the Conservation Values. In addition, CITY shall have the right to repair or reconstruct in its same general size, location, and function any damaged or destroyed structure or facility that was in existence on the Effective Date of this Easement or subsequently constructed pursuant to the terms hereof. Any repair or reconstruction not meeting these requirements shall require LAND TRUST'S prior written approval, which shall not be unreasonably withheld.

(k) Response to Emergency Needs. In a short-term emergency (defined as an emergency lasting thirty (30) days or less) on the Property, with prior written notice to LAND TRUST where reasonably feasible under the circumstances, CITY may take such limited and temporary actions, including interrupting public access and closing trails, as are reasonably necessary to protect the health and safety of persons, property, and the Property, but only to the extent necessary for such protection and provided such actions are in compliance with Applicable Law. In cases where prior written notice to LAND TRUST is not possible in advance of taking such emergency action, CITY shall provide LAND TRUST with written notice as soon as is reasonably feasible under the circumstances. If emergency actions taken in accordance with this section continue for more than thirty (30) days, CITY shall obtain LAND TRUST'S approval, which shall not be unreasonably withheld, to continue such emergency actions.

(l) Water Resources. CITY may, with prior written notice to LAND TRUST, develop and maintain water resources and improvements, such as an irrigation system including tanks for harvesting rainwater, wells, water pipes and drip lines, and/or watering trucks for the purpose of maintaining appropriate plant species and preventing dust within the Property, provided that such activities do not significantly impair the Conservation Values. Structures for any water well system shall be recessed or otherwise designed to minimize significant visual impairments. Any other artificial surface-water reservoirs, water resources, water-related improvements, or ponds may not be developed or maintained in the Property, except as described in Section 3(h) for purposes of habitat restoration or improvement.

(m) Control of Animals and Non-Native Plants. CITY may control problem animals and non-native species by the use of selective control techniques consistent with preservation of the Conservation Values. The term "selective control techniques" means the use of techniques or methods that are targeted to control the problem species with the least practicable impact on humans and other plants or animals.

(n) **Utility Easements.** CITY may provide for underground utility easements to public and quasi-public utilities, provided that such uses do not significantly impair the Conservation Values. Any proceeds from the sale of a utility easement shall be used by CITY for the benefit of the Property.

(o) **Temporary Structures.** CITY may, subject to all applicable permits, allow small temporary structures, such as platforms, umbrellas, shade structures, fencing, tables and/or seating, to be erected for periods not exceeding twelve (12) hours.

4. **PROHIBITED USES AND PRACTICES THAT ARE NOT COMPATIBLE WITH THIS EASEMENT.**

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

(a) **Subdivision.** The Property consists of two (2) legal parcels. CITY 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.

(b) **Residential, Agricultural, Retail, Vending Machines, Commercial or Industrial Uses.** The establishment of any residential, agricultural, retail, commercial or industrial uses, including the construction, placement or erection of any commercial structures, vending machines, or advertising is prohibited; provided, however, that the recreational and parking uses specified in Sections 3(c) and 3(d), including automated equipment to manage public parking, shall not be considered commercial uses if operated by CITY, a qualified nonprofit organization, or a subcontractor of CITY. Temporary retail sales on the Property for the sole benefit of a tax-exempt entity under the Internal Revenue Code shall not be deemed a retail use.

(c) **Construction of Buildings, Facilities and Other Structures.** Except as expressly provided herein, the construction of any building, facility or structure of any type is prohibited.

(d) **Paving and Road Construction.** Except as permitted in Section 3 of this Easement, there shall be no road construction or paving within the Property. For purposes of this Section 4(d), "paving" shall include the covering of the soil surface with concrete, asphalt, or other impervious surface, but shall not include the application of gravel or decomposed granite to stabilize unpaved roads and trails.

(e) **Camping and Overnight Use.** The use of the Property for camping or for recreational use after sunset and before sunrise is prohibited.

(f) **Fires or Barbecue Pits.** The use of fires (except by CITY for fire and/or biological management purposes), fireworks, firearms, fire pits, barbecues, or similar activities or devices is prohibited.

(g) Night Lighting or Amplified Sound. The use of any night lighting is prohibited within all areas of the Property, except for security or safety purposes limited to the permitted structures described in Section 3(d) and provided that such lighting is shielded to minimize direct glare, is protective of dark night skies, and minimizes spill light outside the immediate area. In addition, the use of any amplified sound is prohibited, except as allowed with a special event permit issued by CITY for events that do not significantly impair the Conservation Values.

(h) Use of the Property for Solar or Wind Energy Generation. The use of the Property for energy production or transmission, including but not limited to solar or wind energy generation, is prohibited, except for use of solar panels on those structures described in Section 3(d) to provide energy to those structures.

(i) Motorized Vehicles. The use of motorized and/or off-road vehicles including motorcycles is prohibited outside the designated parking lot(s), with the exception of the following: (1) the use by CITY or others under CITY'S control for fire and/or biological management, security patrol, restoration, construction, maintenance, health and safety, educational events, and/or law enforcement purposes; and (2) the use of Other Power-Driven Mobility Devices, as defined under the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*, by persons with mobility disabilities. Parking of motorized vehicles (except on a temporary basis in association with the activities set forth in this Easement) is prohibited on any portion of the Property, with the exception of improved parking lots as provided for in Section 3(c). At CITY'S discretion, CITY, as part of any special event permit issued for use of the Property, may authorize a limited number of motor vehicles to drive and park on the Property outside the designated parking lot(s) for logistical reasons, provided that such use does not significantly impair the Conservation Values.

(j) Signs. No billboards or signs shall be erected in the Property, except as specifically permitted in Sections 2(e) and 3(e).

(k) Dumping or Disposal. The dumping or other disposal of wastes, refuse, or debris on the Property is prohibited, with the exception of temporary storage of waste generated on the Property for periodic removal off-site.

(l) Erosion. Any use or activity that causes significant degradation of topsoil quality, significant pollution, or a significant increase in the risk of erosion affecting the Conservation Values is prohibited.

(m) Alteration of Topography. Except as necessary to implement the permitted uses set forth in Section 3 of this Easement or as otherwise explicitly provided for this Easement, any alteration of the general topography or natural drainage of the Property, including, without limitation, the excavation or removal of soil, sand, gravel, or rock is prohibited.

(n) 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 or subsurface mining method, is prohibited.

(ii) **Mineral Rights.** Any right, title, and interest in subsurface oil, gas, and minerals shall not be sold separately from the surface property.

(o) **Watercourses.** The alteration or manipulation of watercourses located on the Property is prohibited, except as specifically permitted in Section 3(h), (j), (k), and (l).

(p) **Native Vegetation Management.** The cutting or clearing of native vegetation is prohibited in areas outside of trails and around permitted parking areas or structures, except as provided in Section 3(h) above.

(q) **Planting of Non-Native Plants.** The intentional introduction of plants that are not native to the coastal areas of Santa Barbara and Ventura Counties is prohibited.

(r) **Storage.** Long-term storage of any materials (pipes, lumber, and other construction material) or vehicles is prohibited, except when those items are necessary for an active construction or restoration project within the Property.

(s) **Mitigation Use of Property.** The use of the Property for mitigation purposes is expressly prohibited. CITY 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 environment elsewhere).

(t) **Other Incompatible Uses.** Any activity or use that will significantly impair the Conservation Values or interfere with the restoration and/or enhancement of the Conservation Values is prohibited. Such incompatible uses or activities include but are not limited to off-trail equestrian activities; paintball games; bicycle motocross courses (BMX) or other sports or hobby activities that generate noise, damage grassland areas or coastal sage scrub; harvesting of plants or plant products; and frequent large gatherings that interfere with the public's passive enjoyment of the natural qualities of the Property. To protect the Conservation Values, and upon prior written notice to LAND TRUST, CITY, in its reasonable discretion, may adopt further restrictions on uses and practices otherwise constituting permitted uses and practices under this Easement.

5. **RESERVED RIGHTS.** CITY reserves to itself, and to its personal representatives, 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 Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) **Water Rights.** All right, title, and interest in and to all tributary and non-tributary water, water rights, and related interest in, on, under or appurtenant to the Property; provided, however, that such water rights are used on the Property in a manner consistent with the Purpose of this Easement.

(b) **Mineral Rights.** All right, title, and interest in subsurface oil, gas, and minerals.

6. **REGULATORY AUTHORITY.** CITY'S intent is to operate, maintain, and regulate the Property as part of its public park system. The Property remains subject to the full measure of CITY'S police powers and regulatory authority, including CITY'S Municipal Code and General

Plan/Local Coastal Plan (each, a "CITY Regulation" and, collectively, "CITY Regulations"), and CITY does not relinquish or waive any such powers over the Property. Any activity or improvement proposed on the Property, including activities and improvements proposed pursuant to the terms of this Easement, are subject to all applicable CITY Regulations, and nothing in this Easement shall be construed to prevent CITY from taking any actions with respect to the Property when required to comply with any applicable CITY Regulation or Applicable Law or to subject CITY to liability for such actions. Notwithstanding anything contained herein to the contrary, if any term of this Easement conflicts with any CITY Regulation, or if CITY'S compliance with a CITY Regulation would constitute a violation of the terms of this Easement, CITY shall either amend this Easement (pursuant to Section 11 below), obtain a variance or waiver of the particular inconsistent CITY Regulation, or cause the Property to be transferred, subject to Applicable Law, to a qualified entity that agrees to assume the obligations of CITY under this Easement.

7. **ENDOWMENT FUND.** LAND TRUST agrees to provide, maintain, and manage an endowment fund to generate funds annually to be used by CITY for the operation, maintenance, and enhancement of the Property. Procedures for management and disbursement of this fund shall be addressed in a separate agreement between the Parties.

8. **NOTICE OF ACTIVITIES.**

(a) **CITY Activities.** Except as otherwise specifically provided in Section 3, prior to undertaking any significant improvements, alterations, and/or restoration/enhancement activities permitted under Section 3 or any activity that expressly requires prior notice to, or approval of, LAND TRUST, CITY shall notify LAND TRUST and all parties listed in Section 20 not less than thirty (30) days prior to the date CITY intends to undertake the activity in question. The notice shall be in writing and shall, with reasonable specificity, describe the nature, scope, design, location, and any other material aspect of the proposed activity. No notice is required when CITY undertakes routine maintenance or routine repairs of the Property pursuant to Section 3(j) above.

(b) **LAND TRUST Activities.** Prior to entry on the Property to conduct any activities that involve physical alteration of the Property or its natural resources, including but not limited to restoration and maintenance on the Property, LAND TRUST shall give thirty (30) days' written notice to CITY of its intent to enter the Property and undertake the planned activity. The notice shall be in writing and shall, with reasonable specificity, describe the extent of the activities to be undertaken by LAND TRUST.

(c) **Notification of Permit Applications.** Both CITY and LAND TRUST agree to notify the other Party upon either Party's submission of a permit application for any activity permitted under this Easement.

9. **BLUFFS ADVISORY BOARD.** CITY shall include the Property in the jurisdiction of the Management Advisory Board that advises CITY regarding development and use of Carpinteria Bluffs Nature Preserve and Viola Fields. The Management Advisory Board shall have members appointed by CITY'S City Council using procedures in conformance with other CITY advisory committees. Management Advisory Board meetings shall be open to the public.

10. **MEDIATION.** If a dispute arises between the Parties concerning either Party's compliance with the terms of this Easement, either Party may refer the dispute to mediation by request made in writing upon the other; provided, however, that if such dispute involves an activity or proposed activity of either Party, mediation shall proceed only if that Party agrees to cease or not to commence such activity, as applicable, during the pendency of the mediation process. If both Parties agree, in their respective sole discretion, to mediation via written notice, within thirty (30) days of the receipt of such a request, the Parties shall select a single trained and impartial mediator. If the Parties are unable to agree on the selection of a single mediator, then the Parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to the American Arbitration Association for the appointment of a trained and impartial mediator with relevant experience in real estate and conservation easements. Mediation shall then proceed in accordance with the following guidelines:

(a) **Purpose.** The purpose of the mediation is to: (i) promote discussion between the Parties; (ii) assist the Parties to develop and exchange pertinent information concerning issues in the dispute; and (iii) assist the Parties to develop proposals that will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions, or restrictions of this Easement.

(b) **Participation.** The mediator may meet with the Parties and their counsel jointly or *ex parte*. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority shall attend mediation sessions as requested by the mediator.

(c) **Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a Party. Notwithstanding the foregoing, CITY may disclose any information when required by law, including the California Public Records Act.

(d) **Time Period.** Neither Party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of the selection or appointment of a mediator or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

(e) **Costs.** The cost of the mediator shall be borne equally by LAND TRUST and CITY; the Parties shall bear their own expenses, including attorneys' fees, individually.

11. **AMENDMENT.** This Easement may be amended only with the written consent of CITY and LAND TRUST. The Party requesting the amendment shall provide to the other Party, County, Conservancy, and Resources notice of any proposed amendment and reasonable opportunity for comment. Any such amendment shall be consistent with the Purpose of this Easement and the adopted amendment policy of LAND TRUST in effect at the time, shall not affect its perpetual duration, and shall comply with Sections 501(c)(3) and 170(h) of the U.S. Internal Revenue Code, California Civil Code section 815 *et seq.*, and any regulations promulgated in accordance with

these statutes. All expenses related to both Parties' review, approval, and recordation of any amendment may be reimbursed pursuant to the agreement contemplated in Section 7.

12. REMEDIES.

(a) **Notice of Violation.** If either Party (the "Non-Breaching Party") determines that a violation of any of the terms, conditions, covenants, or restrictions contained in this Easement has occurred or is threatened by the other Party or anyone acting under its authority, either express or implied (the "Breaching Party"), the Non-Breaching Party shall give written notice to the Breaching Party of such violation and demand corrective action sufficient to cure the violation. The Non-Breaching Party will also cause a copy of same notice to be delivered to all entities listed in Section 20.

(b) **Injunctive Relief.** If the Breaching Party fails to cure the violation threatened or committed by the Breaching Party within a thirty (30)-day period after receipt of notice thereof from the Non-Breaching Party, or fails to continue diligently to cure such violation until finally cured after commencement of cure within said thirty (30)-day period, the Non-Breaching Party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement and/or to enjoin the violation by temporary or permanent injunction against the Breaching Party. The Non-Breaching Party shall provide notice of such action to all entities listed in Section 20, provided that failure to provide such notice is not cause for dismissal of the action.

(c) **Damages; Costs of Restoration.** The Non-Breaching Party, whether that be CITY or LAND TRUST, shall be entitled to recover monetary damages analogous to those provided in California Civil Code section 815.7(c) for damage to any of the Conservation Values caused by the Breaching Party. Where the Breaching Party's violation may cause, or has caused, damage to the Conservation Values, the court may order restoration of the Conservation Values so damaged to the condition that existed prior to any such injury. Without limiting the Breaching Party's liability therefor, the Non-Breaching Party may apply any damages recovered to the cost of undertaking any action to restore the Property and/or enhance the Property's Conservation Values, each where reasonably practicable (or, if not reasonably practicable, to conserve property within the Carpinteria Valley), after deducting all reasonable costs of suit, including reasonable attorneys' fees and consultant fees.

(d) **Emergency Enforcement.** If the Non-Breaching Party, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values caused by the Breaching Party, the Non-Breaching Party may pursue its remedies under this section without waiting for the period provided for cure to expire. The Non-Breaching Party shall notify the Breaching Party in a timely fashion of any action proposed or taken pursuant to this section.

(e) **Scope of Relief.** The Non-Breaching Party's rights under this section shall apply equally to threatened as well as actual violations of the terms of this Easement. The Non-Breaching Party's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(f) **Costs of Enforcement.** If any legal or equitable action or proceeding is instituted to enforce or interpret any provision of this Easement, the prevailing Party in such action shall be entitled to recover from the losing Party all of the prevailing Party's reasonable costs of suit, including, but not limited to, reasonable attorneys' fees awarded by the court.

(g) **Enforcement Discretion.** Enforcement of the terms of this Easement shall be at the discretion of either Party, and any forbearance by a Party to exercise its rights under this Easement shall not be deemed or construed to be a waiver by such Party of such rights or of any subsequent breach of the same or any other terms of this Easement or of its rights under the Easement. No delay or omission by a Party in the exercise of any right or remedy upon any breach by the other Party shall impair such right or remedy or be construed as a waiver, and each Party hereby waives any defense of laches, estoppel, or prescription.

(h) **Acts Beyond Party's Control.** Nothing contained in this Easement shall be construed to entitle a Party to bring any action against the other Party for any damage to or change in the Property resulting from causes beyond the other Party's control, including, without limitation, fire, flood, storm and earth movement, from actions by persons acting outside the authority of such Party, either express or implied (such actions including actions by members of the public, including those members of the public using the Property pursuant to a permit or approval issued by CITY when the permit or approval is consistent with the Purpose and other terms of this Easement), or from any prudent action by a Party under emergency conditions to prevent, abate, or mitigate significant damage to the Property resulting from such causes, and the Parties shall not be liable for damages or costs of restoration resulting from any such acts. The Parties shall cooperate to remedy any such injuries or damage to the Property to the extent feasible.

13. COSTS AND LIABILITIES.

(a) **CITY Costs and Liabilities.** CITY retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including payment of property taxes and assessments of any kind, costs associated with fire management, and maintenance of adequate comprehensive general liability insurance coverage and does hereby indemnify and hold LAND TRUST harmless therefrom. CITY remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with Applicable Law.

(b) **LAND TRUST Costs and Liabilities.** LAND TRUST retains all responsibilities and shall bear all costs and liabilities of any kind related to any maintenance or other activities that it performs on the Property and shall maintain adequate comprehensive general liability insurance coverage, and does hereby indemnify and hold CITY harmless therefrom. LAND TRUST remains solely responsible for obtaining any applicable governmental permits and approvals for any activities permitted by this Easement that it undertakes on the Property, and all such use shall be undertaken in accordance with Applicable Law.

14. INDEMNIFICATION.

(a) CITY'S Indemnity. CITY shall hold harmless, indemnify, and defend LAND TRUST, its trustees, officers, members, employees, agents and contractors and the heirs, personal representatives, successors, and assigns of each of them, from and against damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with this Easement or the Property, including, but not limited to, any injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, except to the extent such damage, liability, claim, or expense is the result of the negligence, gross negligence, or intentional misconduct of LAND TRUST.

(b) LAND TRUST'S Indemnity. LAND TRUST shall hold harmless, indemnify, and defend CITY, its elected and appointed officials, trustees, officers, members, employees, agents and contractors and the heirs, personal representatives, successors, and assigns of each of them, from and against all damages, liabilities, claims, and expenses, including reasonable attorneys' fees, arising from or in any way connected with this Easement or the Property attributable to the acts of LAND TRUST, including but not limited to any injury to or the death of any person, or physical damage to any property, resulting from any act occurring on or about the Property attributable to the acts of LAND TRUST, except to the extent such damage, liability, claim, or expense is the result of the negligence, gross negligence, or intentional misconduct of CITY.

15. ASSIGNMENT.

(a) LAND TRUST may assign its interest in this Easement only to (i) a "qualified organization," within the meaning of Section 170(h) of the Code, as amended, or any successor provision, that (ii) is authorized to acquire and hold conservation easements under California law; (iii) has similar purposes to preserve open space; and (iv) has the commitment and the resources to assume, and agrees to assume, the responsibilities imposed on LAND TRUST by this Easement. An organization or entity that meets all of the conditions (i) through (iv) of the preceding sentence is hereinafter referred to as a "Qualified Substitute Entity." LAND TRUST shall consult with CITY regarding any proposed Qualified Substitute Entity; shall attempt in good faith to select a Qualified Substitute Entity that holds other conservation easements of a similar nature as this Easement and has continuously met the requirements of items (i) through (iv) of this Section 15(a) during at least the ten (10)-year period prior to the date of such assignment; and shall provide, in writing and with reasonable specificity, information identifying the proposed Qualified Substitute Entity(ies) and substantiating any such proposed Qualified Substitute Entity's compliance with items (i) through (iv) of this Section 15(a), the length of time such proposed Qualified Substitute Entity or Qualified Substitute Entities have met such qualifications, and the number and type of other conservation easements held by such proposed Qualified Substitute Entity(ies). CITY shall have the right to propose an alternate Qualified Substitute Entity(ies) to LAND TRUST, and LAND TRUST may, in LAND TRUST'S reasonable discretion, include CITY'S proposed Qualified Substitute Entity(ies) in the list of candidates provided to CITY. In the event LAND TRUST provides more than one proposed Qualified Substitute Entity that meets all of the requirements of items (i) through (v) of this Section 15(a), CITY shall have the right to choose the Qualified Substitute Entity. As a condition of such transfer, LAND TRUST shall require that the Easement shall continue to be held and managed by the assignee in a manner

consistent with the Purpose intended to be advanced as set forth in this instrument, and in strict accordance with this instrument. The Parties acknowledge that such transfer will require approval by Resources and the Conservancy consistent with the MOUGA and OTD. The assignee and its successors and assigns shall have the same right of assignment, subject to compliance with the provisions of this Section 15(a).

(b) In the event that LAND TRUST ceases to qualify to hold conservation easements under California Civil Code section 815 *et seq.* or ceases to operate or dissolves, then Citizens shall have a first right of assignment of this Easement if it satisfies the definition of a Qualified Substitute Entity set forth in Section 15(a) above and is a qualified holder of conservation easements under California Civil Code section 815 *et seq.* If a prior assignment is not made pursuant to this Section 15, then title to this Easement shall be transferred to a Qualified Substitute Entity designated by LAND TRUST, determined in consultation with CITY and subject to approval by Resources and the Conservancy.

(c) Any deed or other instrument of conveyance whereby this Easement is being assigned shall be recorded in the Official Records of Santa Barbara County, California.

16. **SUBSEQUENT TRANSFERS.** CITY agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument that divests itself of any interest in all or a portion of the Property, including, without limitation, any leasehold interest, and to provide written notice to LAND TRUST prior to any such divestiture. The failure of CITY to perform any act required by this section shall not affect the validity of such transfer nor shall it affect the validity of this Easement or limit its enforceability in any way.

17. **EXTINGUISHMENT.** If circumstances arise in the future which render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the compensation to which LAND TRUST shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property after such termination or extinguishment, as determined by the court, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined by a qualified appraiser mutually agreed upon by LAND TRUST, CITY, and the parties identified in Paragraph 20 or a court-appointed appraiser if the Parties cannot reach mutual agreement. The proceeds received by CITY and LAND TRUST shall be restricted to uses that are consistent with the preservation of natural, open space, scenic and wildlife habitat, or for the benefit of the public. For LAND TRUST, such uses must be within the Carpinteria Valley; for CITY, such uses must be within the City of Carpinteria.

18. **CONDEMNATION.** If CITY or LAND TRUST is notified that all or a portion of the Property may be acquired for public use by eminent domain, the Party receiving such notice shall notify the other Party and the Conservancy of the potential acquisition no later than fifteen (15) days after first receiving such notice. Prior to the inspection of the Property by an appraiser pursuant to Section 7267.1 of the Government Code or any other provision of law, CITY shall notify LAND TRUST that it or its designated representative may accompany the appraiser during his or her inspection. Within seven (7) days of receiving any notice of the hearing on the resolution of necessity pursuant to Section 1245.235 of the Code of Civil Procedure, CITY shall provide LAND TRUST a copy of the notice of the hearing. Whenever all or part of the Property is taken

Telephone: (805) 966-4520
info@sblandtrust.org

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

With a copy to: County of Santa Barbara
Planning & Development Department, Energy Division
123 E. Anapamu Street
Santa Barbara, CA 93101

To CONSERVANCY: State Coastal Conservancy
1515 Clay Street, Suite 1000
Oakland, CA 94612-2530

To RESOURCES: California Natural Resources Agency
Bonds and Grants
1416 9th Street, Suite 1311
Sacramento, CA 95814
eemcoordinator@resources.ca.gov

21. GENERAL PROVISIONS.

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

(b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the Purpose of this Easement.

(c) **No Agency.** The Parties do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship, and nothing in this Easement shall be construed as creating such a relationship between the Parties.

(d) **Entire Agreement.** This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. This Easement may be altered, amended, or modified only by an instrument in writing, executed by the Parties to this Easement, and by no other means, all pursuant to Section 11 above. Each Party waives its right to claim, contest, or assert that this Easement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.

(e) **Further Assurances and Approvals.** The Parties each agree to cooperate with one another, to use their reasonable best efforts, to act in good faith, and to promptly perform such acts and to execute such documents or instruments as are reasonably necessary and proper to

consummate this Easement. Except where a Party's discretion is expressly stated herein to be sole and absolute, any approvals or actions required of either Party under this Agreement shall not be unreasonably withheld, conditioned, or delayed.

(f) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of CITY'S title in any respect.

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

(h) **Severability and Partial Invalidity.** If any term or provisions of this Easement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Easement shall be valid and be enforceable to the fullest extent permitted by law.

(i) **Headings.** The headings used in this Easement are for convenience and reference purposes only and are not to be used to interpret the substantive meaning of the provisions to which they relate.

(j) **Authority.** Each individual executing this Easement on behalf of CITY and LAND TRUST represents and warrants that he or she is duly authorized to execute and deliver this Easement on behalf of said entity.

(k) **Number, Gender.** In this Easement, the singular number shall include the plural and the plural the singular unless the context requires to the contrary, and reference to the masculine, feminine, or neuter gender shall include the other genders as the context requires.

(l) **Exhibits.** All exhibits and appendices referred to in this Easement are incorporated into this Easement by such references whether or not they are actually attached. References to this Easement include all such exhibits and appendices incorporated by reference. The exhibits to this Easement are as follows:

- Exhibit A: Legal Description of the Property
- Exhibit B: Map of the Property
- Exhibit C: Acknowledgement of Baseline Report
- Exhibit D: Map Depicting Parking Area(s)

[Signatures to follow on next page.]


IN WITNESS WHEREOF, CITY has executed this Easement and LAND TRUST has accepted this Easement as of the date first written above. This Easement shall become effective as of the date of recordation.

CITY:

THE CITY OF CARPINTERIA,
a California municipal corporation

By: 
Wade Nomura, Mayor

ATTEST:


City Clerk, City of Carpinteria

LAND TRUST:

THE LAND TRUST FOR SANTA BARBARA COUNTY,
a California nonprofit public benefit corporation

By: 
Scott Van Der Kar, President

By: 
Warren P. Miller, Secretary

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)
) ss.
COUNTY OF Santa Barbara)

On February 25, 2020, before me, Beth Morris, a Notary Public in and for said State, personally appeared Scott Van Der Kar, 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)



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)
) ss.
COUNTY OF Santa Barbara)

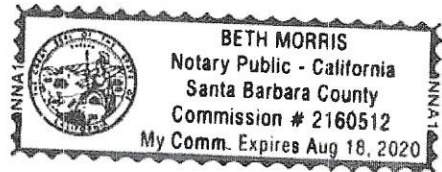
On February 25, 2020, before me, Beth Morris, a Notary Public in and for said State, personally appeared Warren P. Miller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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 *[Handwritten Signature]*

(Seal)



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)
) ss.
COUNTY OF Santa Barbara)

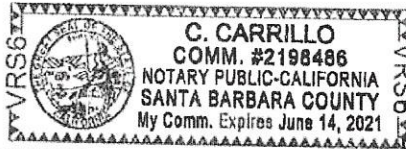
On March 09, 2020, before me, C. Carrillo, a Notary Public in and for said State, personally appeared Wade Nomura, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same 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

[Handwritten Signature]



(Seal)

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)
) ss.
COUNTY OF Santa Barbara)

On March 11, 2020, before me, C. Carrillo, a Notary Public in and for said State, personally appeared Fidela Garcia, 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 [Handwritten Signature]

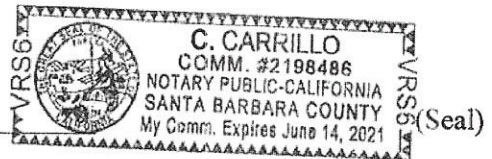


EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein below is situated in the City of Carpinteria, County of Santa Barbara, State of California, and is described as follows:

PARCEL ONE:

Beginning at the point of intersection of the Southerly line of the tract of land described in the Deed to State of California, recorded December 29, 1950 as Instrument No. 18885 in Book 960, Page 413 of Official Records of said County, with the Westerly line of the tract of land described in Deed to Alyce Brooks, registered August 10, 1948 as Document No. 2415 in the Office of the Registrar of Titles and a copy thereof recorded August 10, 1948 as Document No. 11163, in Book 799, Page 105 of Official Records, Records of said County, said point of intersection being shown in Map of Survey filed in Book 30, Page 166 of Record of Surveys, in the Office of the County Recorder of said County; thence Southerly along the said Westerly line of said Brook tract to the Southwest corner thereof and a point in the Northerly line of the right of way of the Southerly Pacific Railroad Company thence Northwesterly along said Northerly line of said Railroad right of way following the courses thereof, to the Southeast corner of the tract of land described in the Deed to Andor Weiss, et ux., and recorded April 29, 1957, as Instrument No. 8167, in Book 1443, Page 141 of Official Records, Records of said County; thence Northerly along the Easterly line of said Weiss tract of land, to its intersection with said Southerly line of the tract of land described in the Deed to State of California, hereinbefore referred to; thence Easterly along said land mentioned line, following the courses thereof to the point of beginning.

EXCEPTING THEREFROM that portion thereof described as Parcels 3A and 3B in the Final Order of Condemnation, Superior Court Case No. 79251, recorded April 5, 1968 as Instrument No. 11232, in Book 2227, Page 862 of Official Records, Records of said County.

ALSO EXCEPTING THEREFROM an undivided 5% of all oil, gas and other minerals in, on or under said land as reserved in Deed from T.H. Canfield and Opal A. Canfield dated July 17, 1948 and registered August 10, 1948 as Document No. 2414, in the Office of the Registrar of Titles, and recorded August 10, 1948 as Instrument No. 11162, in Book 798, Page 162 of Official Records, Records of said County.

ALSO EXCEPTING THEREFROM an undivided 50% interest of all oil, gas and other minerals in, on, or under the surface of said land, and providing that grantees shall have the full right to lease the said premises at any time for oil, gas or other mining purposes and receive the rental from such lease so long as such lease reserved sufficient royalty out of which to pay to grantors the 50% of such oil or gas or other minerals herein reserved in the event of productions thereof from said premises, as reserved in the Deed from James F. Slaybaugh and Beulah Pearl Slaybaugh, recorded March 6, 1959 in Book 1603, Page 404 of Official Records.

ALSO EXCEPTING unto and in favor of grantor 50% of any payment in the form of a bonus or otherwise received by grantees as and for the consideration for the execution by said grantees of any lease, assignment or transfer of any oil and mineral rights, in, on and under the surface of

said land and of any rental received by grantees other than royalties provided for any such lease, assignment or transfer, as reserved in Deed last above mentioned.)

All rights to use the surface and those portions of the subsurface lying above a depth of 500 feet below said surface were quitclaimed by James F. Slaybaugh and Beulah Pearl Slaybaugh, husband and wife to Burton SW. Hancock, by Quitclaim Deed recorded June 26, 1967 as Instrument No. 17410 in Book 2194, Page 1172 of Official Records.

APN 001-210-024 (Portion)

PARCEL TWO:

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

Beginning at the Southeasterly terminus of Course (5) described in the Final Order of Condemnation recorded April 5, 1968, in Volume 2227 of Official Records, at Page 862, Records of said County;

thence (A) in a general Southeasterly direction along Courses (4), (3), (2) and (1) as described in said Final Order to a point on said Course (1) distant thereon Northerly 17.49 feet from the Southerly Terminus thereof;

thence (B) from a tangent that bears North 68° 21' 07" West, Northwesterly along a curve to the left with a radius of 365.00 feet through an angle of 07° 25' 16" for an arc length of 47.28 feet to a point of reverse curvature;

thence (C) Northwesterly along a curve to the right with a radius of 535.00 feet tough angle of 47° 45' 59" for an arc length of 446.02 feet to a point of reverse curvature;

thence (D), Northwesterly along a curve to the left with a radius of 765 feet through an angle of 35° 25" 00" for an arc length of 472.88 feet thence (E) North 63° 225' 24" West 11.06 feet to the point of beginning.

EXCEPTING THEREFROM an undivided 5% of all oil, gas and other minerals in, on, or under said land as reserved in Deed from T.H. Canfield and Opal A. Canfield, dated July 17, 1948 and registered August 10, 1948 as Document No. 2414, in the Office of the Registrar of Title and recorded August 10, 1948 as Instrument No. 11162, in Book 798, Page 162 of Official Records, Records of said County.

ALSO EXCEPTING THEREFROM an undivided 50% interest of all oil, gas and other minerals, in, on or under the surface of said land, and providing that grantees shall have the full right to lease the said premises at any time for oil, gas or other mining purposes and receive the rental from such lease so long as such lease reserved sufficient royalty out of which to pay to grantors the 50% of such oil, gas or other minerals herein reserved in the event of production thereof from

said premises, as reserved in Deed from James F. Slaybaugh and Beulah Pearl Slaybaugh, recorded March 6, 1959 in Book 1603, Page 404 of Official Records.

ALSO EXCEPTING unto and in favor of grantor 50% of any payment in the form of a bonus or otherwise received by grantees as and for the consideration for the execution by said grantees of any lease, assignment or transfer of any oil and mineral rights in, on and under the surface of said land and of any rentals received by grantees other than royalties provided for by any such lease, assignment or transfer as reserved in Deed last above mentioned.

All rights to use the surface and those portions of the subsurface lying above depth of 500 feet below said surface were quitclaimed by James F. Slaybaugh and Beulah Pearl Slaybaugh, husband and wife, to Burton W. Hancock by Quitclaim Deed recorded June 26, 1967 as Instrument No. 17410 in Book 2194, Page 1172 of Official Records.

APN 001-210-024 (Portion)

PARCEL THREE:

That portion of the Rancho El Rincon in the County of Santa Barbara, State of California, described as follows:

Beginning at a point on the Southwesterly line of the land described in the Deed to John Pyster, dated May 29, 1870, recorded in Book "I", Page 65 of Deeds, Records of said County, distant thereon South 68° 51' East 562.60 feet from the Southwesterly corner of said land of Pyster, said point of beginning being North 21° 09' East 37.5 feet from the Northeast corner of the land described in the Deed to Donald D. Davis et ux., recorded in Book 811, Page 489 of Official Records of said County;

thence South 68° 51' East, along said line of Pyster Tract 300 feet thence South 21° 09' West 825.13 feet, more or less to the Northerly right of way line of the Southern Pacific Railroad;

thence along said right of way line of said Railroad, the following four courses and distances:

North 65° 44' 45" West 73.87 feet;

North 66° 53' 30" West 100.08 feet;

North 58° 53' 20" West 100.50 feet;

North 60° 35' 40" West 27.49 feet;

thence leaving said right of way line, North 21° 09' East along the Southwesterly prolongation of the Southeasterly Line of said Davis Tract and the Northeasterly prolongation thereof, at 468.48 feet, a ½ inch survey pipe set at the Southeast corner of said land of Davis, 796.38 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof described in the Deed to the State of California, registered December 29, 1950 as Document No. 3068 in the Office of the Registrar of Titles of said County, a copy of said Deed being recorded December 29, 1950 as Instrument No. 18885, in Book 960, Page 413 of Official Records, in the Office of the County Recorder of said County.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of California, by Deed recorded June 23, 1966 as Instrument No. 20534, in Book 2155, Page 1235 of Official Records.

ALSO EXCEPTING THEREFROM an undivided 5% of all oil, gas and other minerals in, on or under said land as reserved by T.H. Canfield and Opal A. Canfield, in Deed dated July 17, 1948 and registered August 10, 1948 as Torrens Document No. 2414, and recorded as Instrument No. 11162, in Book 798, Page 162 of Official Records of said County.

ALSO EXCEPTING THEREFROM an undivided 50% of all oil, gas and other minerals, in, on or under the surface of said land as reserved in Deed from James F. Slaybaugh et al, recorded April 29, 1957 as Instrument No. 8167, in Book 1443, Page 141 of Official Records, Records of said County. By Deed dated February 24, 1962 and recorded March 8, 1962 as Instrument No. 9023 in Book 1908, Page 576 of Official Records, James F. Slaybaugh and Beulah Pearl Slaybaugh, husband and wife quitclaimed to Emma Weiss all rights to the surface of land above described and any portions of the subsurface of lands above described and any portions of the subsurface thereof, lying above, a depth of 500 feet below said surface.

ALSO EXCEPTING THEREFROM that portion described in Final Order of condemnation Superior Court Case No. 79251, recorded June 14, 1968 as Instrument No. 18817 in Book 2235, Page 643 of Official Records, of said County.

APN 001-210-020

**EXHIBIT B
MAP OF THE PROPERTY**

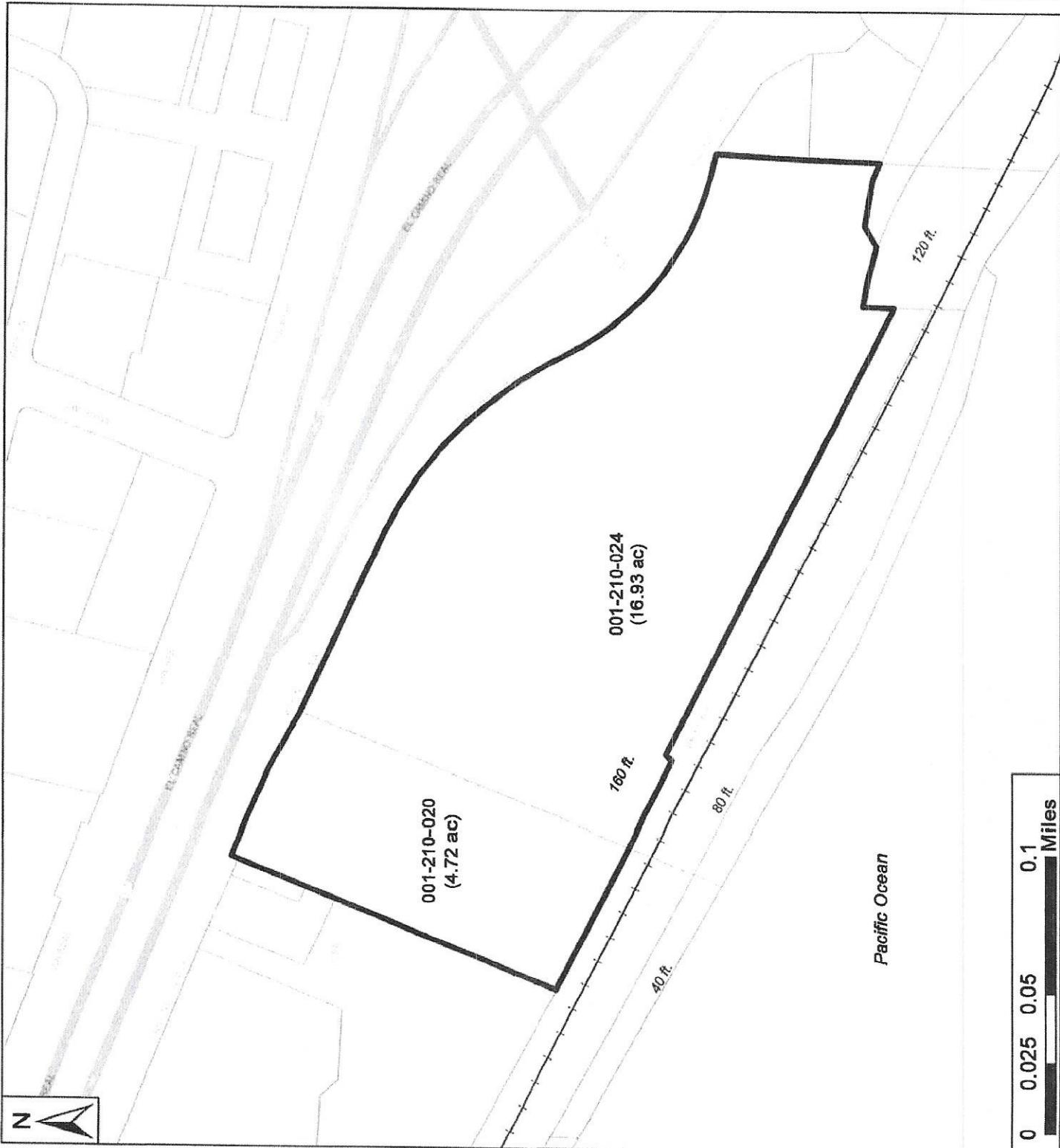
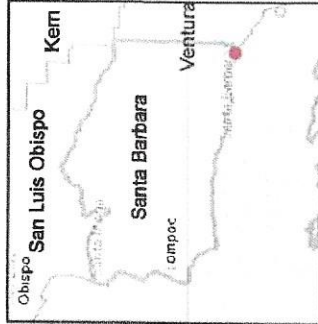
[Attached.]

Exhibit B. Rincon Bluffs Preserve

- Rincon Bluffs Boundary
- Assessors Parcels
- Railroad



Map Scale: 1:3000
Date: 2/24/2020



**EXHIBIT C
ACKNOWLEDGMENT OF BASELINE REPORT**

The undersigned, Wade Nomura, on behalf of CITY, and Scott Van Der Kar and Warren P. Miller, representing LAND TRUST, certify as follows:

- a) Each is familiar with the condition of the Property; and
- b) Each does hereby acknowledge and certify that the Baseline Report, and all of its inclusions, dated December 16, 2019, prepared by Alison Petro, Land Steward, and Bruce Reitherman Conservation Director, of LAND TRUST, is an accurate representation of the condition of the Property as of the Effective Date of conveyance of the Easement.

Duplicate originals of the Baseline Report were signed and delivered by each of CITY and LAND TRUST, and each will receive a duplicate original of the Baseline Report at the close of escrow.

CITY:

THE CITY OF CARPINTERIA,
a California municipal corporation

By: _____
Wade Nomura, Mayor

ATTEST:

City Clerk, City of Carpinteria

LAND TRUST:

THE LAND TRUST FOR SANTA BARBARA COUNTY,
a California nonprofit public benefit corporation

By: Scott Van Der Kar
Scott Van Der Kar, President

By: Warren P. Miller
Warren P. Miller, Secretary

**EXHIBIT D
MAP DEPICTING PARKING AREA(S)**

[Attached.]

Exhibit D. Rincon Bluffs Preserve

- Approximate Parking Area
- Rincon Bluffs Boundary
- Assessors Parcels
- U.S. Hwy. 101
- Roads
- Railroad



Map Scale: 1:3000
Date: 2/24/2020

