

CONTRACT NO. BC-13-091

**AMENDMENT NO. 1 OF
AGREEMENT BETWEEN THE COUNTY OF SANTA BARBARA
AND THE TRUST FOR PUBLIC LAND
AND ESCROW INSTRUCTIONS**

This Amended Agreement is made on this twelfth day of March, 2013, by and between The Trust for Public Land, a California non-profit public benefit corporation registered under Section 501.c.3 of the U.S. Internal Revenue Code (hereinafter referred to as "GRANTEE"), and the County of Santa Barbara, a political subdivision of the State of California (hereinafter referred to as "COUNTY" and collectively referred to as "the parties").

RECITALS

WHEREAS, on December 11, 2012, the parties entered into a grant agreement (the "Agreement") wherein County granted to GRANTEE funds from the Coastal Resource Enhancement Fund ("CREF"), to fund the purchase of a 63-acre portion of the Ocean Meadows property, located north of Devereux Slough and Coal Oil Point, adjacent to the City of Goleta, currently shown as APN No. 073-090-62 in the official records of Santa Barbara County;

WHEREAS, the Agreement authorized GRANTEE to assign the Agreement and its obligations therein to the State of California and,

WHEREAS, to facilitate that assignment, the State has requested County's approval of the attached Covenant Restricting Use and,

WHEREAS, to facilitate that assignment, the State has requested its standard indemnification language be used in the Agreement;

WHEREAS, the parties, after conferring with the State, have agreed on the attached Covenant Restricting Use and the indemnity language that should be included in the Agreement.

AMENDED GRANT TERMS AND CONDITIONS

Now, therefore, it is agreed that the Paragraphs 4 and 12 of the Agreement shall be modified to read as follows:

4. RESTRICTIONS ON USE: The PROPERTY shall be dedicated exclusively and in perpetuity for the purposes of public access for passive recreational uses, open space preservation, coastal wetland habitat conservation and restoration, habitat for endangered species, associated research and educational activities, and supportive events to affect these purposes, and no use of the PROPERTY inconsistent with those purposes is permitted. Passive recreational uses shall be limited to those uses that do not impact the wetland and upland transitional habitat. These restrictions are stated in the Covenant Restricting Use included in this Agreement as Attachment B, applicable to the PROPERTY as described in Attachment C. Any changes to these restrictions on use must receive COUNTY's approval.

12. **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; but only in proportion to and to the extent arising from the negligent or intentional acts or omissions of GRANTEE or its employees or agents. GRANTEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with the Agreement.

Except as specifically modified herein, the Agreement shall remain in full force and effect. This Amended Agreement between the COUNTY and GRANTEE is executed at Santa Barbara, California, on the date first indicated above.

COUNTY
County of Santa Barbara

By: [Signature]
Chair, Board of Supervisors

Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: [Signature]
Deputy

CREF GRANTEE
THE TRUST FOR PUBLIC LAND

By: [Signature]
Tily Shue, Senior Counsel

APPROVED AS TO FORM

DENNIS MARSHALL
COUNTY COUNSEL

By: [Signature]
William M. Dillon
Deputy County Counsel

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: [Signature]
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

REAL PROPERTY

By: [Signature]
Ron Carlentine,
Real Property Manager

RISK MANAGEMENT

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