

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE ("Assignment") is entered into as of _____ (the "Effective Date"), by and between **The Land Conservancy of San Luis Obispo County** ("Assignor") and **The County of Santa Barbara** ("Assignee").

A. WHEREAS, Assignor as "Buyer" entered into that certain Purchase and Sale Agreement dated for reference purposes as of April 27, 2011 (the "Agreement"), and modified by subsequent escrow amendments, for the purchase of certain real property located in the County of Santa Barbara, State of California and commonly known as the Tognazzini Property and as more particularly described in the Agreement (the "Property").

B. WHEREAS, the Agreement expressly contemplates Assignor's right to assign its interest in the Agreement to Assignee.

C. WHEREAS, Assignor now wishes to assign its rights and obligations under the Agreement to Assignee, and Assignee wishes to assume those obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor assigns all rights and obligations under the Agreement to Assignee; provided, however that the following terms and conditions are met:
 - a. Assignee shall grant back to Assignor and the United States of America, as co-Grantees, a Deed of Conservation and Restrictive Easement encumbering the Property, the terms and conditions of which are to be mutually agreed upon, concurrent with the purchase of the Property;
 - b. Assignee shall cooperate with the grant funding entities relative to ensuring that Essential Deed Provisions are attached to the Grant Deed by which the Assignee acquires title to the Property, and in all other matters pertaining to consummating the transaction contemplated herein.
2. Assumption. Assignee assumes all of Assignor's obligations, duties, responsibilities, and liabilities under the Agreement.
3. No Representations or Warranties. Assignor has made no representations or warranties of any kind or nature whatsoever to Assignee concerning the Agreement or the Property and Assignee acknowledges that it has not relied on any representations or warranties of Assignor in connection with Assignee's decision to enter into this Assignment or to purchase the Property pursuant to the Agreement.
4. Indemnification. Assignee shall indemnify, defend, and hold Assignor harmless from and against any and all claims, demands, causes of action, proceedings, losses, liabilities, damages, deficiencies, interest, penalties, expenses, judgments and costs (including reasonable attorney's fees) arising out of the Agreement.
5. Successors. This Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.
6. Entire Agreement. This Assignment contains the entire agreement of the parties relating to the subject matter hereof and supersedes any prior agreements, understandings or commitments relating to the subject matter hereof.

7. Amendment. No amendment or modification of the terms of this Assignment shall be valid unless made in writing and duly executed by both parties.

8. Governing Law. This Assignment shall governed by and construed in accordance with California law.

9. Attorney's Fees. In the event of the legal proceedings arising out of relating to this Assignment, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

10. Severability. If any term or provision of this Assignment shall be held invalid or unenforceable, the remainder of this Assignment shall not be affected.

11. Authority. The execution, delivery and performance of this Assignment by the undersigned have been duly and validly authorized, and no further action or authorization is necessary on the part of any party in order to consummate the transactions contemplated herein.

12. Counterparts; Signatures. This Assignment may be executed in one or more counterparts. Facsimile and electronic signatures, such as PDF files, shall be deemed to be originals.

Folio: 003626
Project: Tognazzini
APN: 113-160-004
Agent: rc

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Purchase and Sale Agreement on the effective date set forth below.

“Assignor”
The Land Conservancy of San Luis Obispo County

By: _____

“Assignee”
COUNTY OF SANTA BARBARA

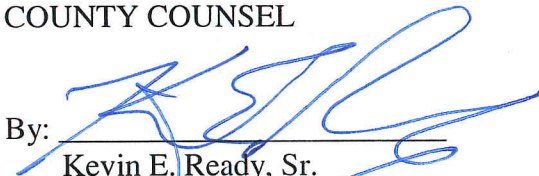
ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Chair, Board of Supervisors

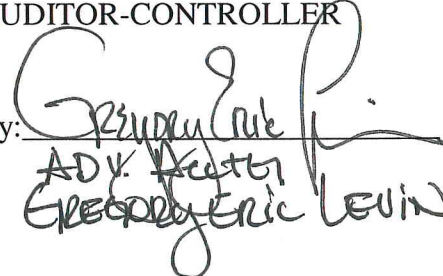
Date: _____

By: _____
Deputy

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: 
Kevin E. Ready, Sr.
Senior Deputy County Counsel

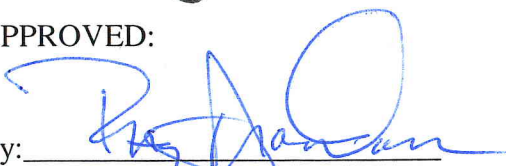
APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
ADV. Auditor
Eric Levin

APPROVED:

By: 
Ronn Carlentine,
Real Property Manager

APPROVED:

By: 
Ray Aromatorio, ARM, AIC
Risk Manager