

DONATION AGREEMENT

THIS DONATION AGREEMENT (this “**Agreement**”) is dated as of January \_\_, 2007 and entered into by and between THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation (hereinafter called “**TPL**”) and SANTA BARBARA COUNTY (hereinafter called “**County**”).

Recitals

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

TPL:

The Trust for Public Land  
116 New Montgomery, 3rd Floor  
San Francisco, CA 94105  
Attn: Debra Geiler  
Tel: (415) 495-5660, ext. 496  
FAX: (415) 495-0541

COUNTY:

Ronn Carlentine  
County of Santa Barbara Department of  
General Services Real Estate Offices  
Courthouse East Wing  
1105 Santa Barbara Street  
Santa Barbara, CA 93101  
Tel: (805) 568-3078  
FAX (805) 568-3249

Copies of any notice to TPL should also be sent to:

The Trust for Public Land  
116 New Montgomery, 3rd Floor  
San Francisco, CA 94105  
Attn: Aaron Friedland  
Tel: (415) 495-5660, ext. 356  
FAX: (415) 442-0487

B. TPL owns, or desires to acquire by donation, that certain real property located in the County of Santa Barbara, California identified as the “Designated Remainder” on Tentative Tract Map No. 14585 attached hereto as Exhibit A (to be recorded prior to Close of Escrow) (“**Real Property**”).

C. The parties acknowledge that Santa Barbara Foothills, LLC, a California limited liability company (“**Landowner**”), the party that has or will be transferring the Real Property to TPL, has or shall reserve the mineral rights and the right of entry described on Exhibit A-1 (and

thus TPL shall not be acquiring such mineral rights and will be acquiring the Real Property subject to such right of entry).

D If and when TPL acquires the Real Property, TPL desires to donate all of its right, title and interest in the Real Property, together with all of TPL's right, title and interest in all tenements, hereditaments, and appurtenances, including, improvements, fixtures, timber, water, crops, oil, gas and minerals located in, under, and on it, and all rights appurtenant to it, including but not limited to timber rights, water rights, grazing rights, access rights and oil, gas and mineral rights, development rights, air rights, and all other rights, privileges, licenses, and permits in any way related to or accruing to the use and benefit of that Real Property that TPL acquires (collectively, the "**Property**") to County on the terms and conditions set forth in this Agreement (provided, however, it being acknowledged that the mineral rights described in Exhibit A-1 will be retained by the Landowner, and the Property does not include such mineral rights, and it being acknowledged that the Property to be transferred to the County will be subject to the right of entry described in Exhibit A-1).

E County wishes to acquire the Property from TPL on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Agreement of Donation.** As a donation, for no monetary consideration, TPL hereby agrees to convey, and County hereby agrees to acquire, the Property.
2. **Escrow and Closing.**

2.1 **Escrow Holder/Title Company.** The parties will open an escrow with Chicago Title Company, (the "**Escrow Holder/Title Company**"), located at 1101 Anacapa Street, Santa Barbara, CA 93101, Attention Margo Wagner, for the purpose of consummating the donation of the Property in accordance with the terms hereof. Escrow shall close no later than **January 31, 2007** (the "**Closing Date**"). The closing of the transaction shall be carried out pursuant to this Section 2.

After the Grant Deed (as defined below) has been deposited with Escrow Holder/Title Company, TPL shall instruct Escrow Holder/Title Company to release to County certified copy of the Grant Deed, as executed by TPL in order to receive "acceptance" by County's Board of Supervisors of the subject Property.

2.2 **Documents.**

- (a) **TPL's Documents.** TPL shall deposit into Escrow:

- (1) one (1) original duly executed, acknowledged and dated grant deed in a form suitable for recordation, conveying to County fee simple title to the Property ("**Grant Deed**"), which shall be recorded in the Official Records of Santa Barbara County, California at the Close of Escrow, in substantially the form attached hereto as Exhibit B (the Grant Deed shall

be deposited as soon as reasonably possible after the map pursuant to which the Property is made a legal parcel is recorded and the recording information for such map is available to TPL);

(2) At least one (1) business day prior to the Closing Date, one (1) counterpart signature on the joint escrow instructions between County and TPL consistent with the terms of this Agreement;

(3) At least one (1) business day prior to the Closing Date, such other instruments and documents as may be reasonably requested by Escrow Holder/Title Company relating to TPL, to the Property and as otherwise required to transfer the Property to County pursuant to the terms and conditions of this Agreement.

(b) County's Documents. At least one (1) business day prior to the Closing Date, County shall deposit into Escrow:

(1) one (1) counterpart signature on the joint escrow instructions between County and TPL consistent with the terms of this Agreement;

(2) one (1) original duly executed and dated Certificate of Acceptance which shall be recorded in the Official Records of Santa Barbara County, California at the Close of Escrow; and

(3) such other instruments and documents as may be reasonably requested by Escrow Holder/Title Company as otherwise required to transfer the Property to County pursuant to the terms and conditions of this Agreement.

2.3 Funds. At least one (1) business day prior to the Closing Date, County and TPL shall deposit into Escrow any additional amounts necessary to cover credits, costs and/or prorations under this Agreement.

(a) Prorations. All real property taxes shall be prorated as of the Closing Date, and there are no other items of income or expense to prorate.

(b) Closing Costs. County shall pay the following closing costs: (i) the escrow fee; (ii) recording fees for the Grant Deed, if any; (iii) the cost of any title insurance obtained by County, and (iv) all documentary transfer tax, if any.

Other fees and charges will be allocated according to custom of the county in which the Property is located. Each party shall pay its own attorneys' fees and other expenses incurred by it in connection herewith.

2.4 Possession. TPL shall deliver possession of the Property to County as of the Close of Escrow.

2.5 Title. County agrees to accept title to the Property subject to the exceptions numbered 1 through 14, inclusive, set forth in Schedule B of that certain Preliminary Report

dated as of September 21, 2006, order no. 1241963-AM issued by Escrow Holder/Title Company and the right of entry described on Exhibit A-1 attached hereto.

3. **Conditions to Closing.** If any condition precedent set forth in this Section 3 is not satisfied or waived by the party for whose primary benefit it exists said benefited party may terminate this Agreement by written notice to the other party and the parties shall have no further obligation to each other under this Agreement.

(a) **County's conditions.** County shall have received authorization to accept the Property from the County's Board of Supervisors pursuant to the terms herein on or prior to **January 9, 2007.**

(b) **TPL's and County's condition.** TPL shall have acquired the Property prior to the Close of Escrow.

4. **County's Inspections.** Prior to executing this Agreement, County agrees that it has had adequate access to the Property and has had the opportunity to conduct any and all inspections of the Property (including the state of title) to its full and complete satisfaction. County acknowledges that it is fully capable of evaluating the Property's suitability for County's intended use. County agrees that (i) County shall be solely responsible for determining the status and condition of the Property (including the environmental condition of the Property); (ii) County is relying solely upon such inspections, examination, and evaluation of the Property by County in accepting the Property. The Property is being donated hereunder and County agrees to accept the Property "AS IS," "WHERE IS" and "WITH ALL FAULTS" and subject to any condition which may exist, without any representation or warranty by TPL. In addition, while TPL has provided County with a copy of the documents listed on Exhibit C attached hereto, TPL makes no representation or warranties of any kind whatsoever to County as to the accuracy or completeness of the content of any such documents.

5. **Miscellaneous.**

5.1 **No Broker.** Each party represents to the other that it has not used a real estate broker or finder in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party on account of whose conduct the claim is asserted shall indemnify and hold the other party harmless from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby.

5.2 **Notices.** All notices, requests, demands, approvals, consents or other communications required or permitted by this Agreement shall be addressed as set forth in Recital A and shall be in writing and shall be sent by (a) nationally recognized overnight courier, or (b) facsimile or telecopy and shall be deemed received (i) if delivered by overnight courier, when received as evidenced by a receipt, or (ii) if given by facsimile or telecopy, when sent with confirmation of receipt. Any notice, request, demand, direction or other communication sent by

facsimile or teletype must also be sent within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing.

5.3 Assignment. County may not assign its rights under this Agreement, and any assignment by County in contravention of this provision shall be void and shall not relieve County of its obligations and liabilities hereunder.

5.4 Attorneys' Fees and Legal Expenses. Should either party hereto institute any action or proceeding in court or through arbitration to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other remedy, the prevailing party shall be entitled to receive from the losing party all of its costs and expenses, including, without limitation, reasonable attorneys' fees and all court and/or arbitration costs, costs of appeal and disbursements actually and reasonably incurred in connection with said proceeding.

5.5 Section Headings. The Section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

5.6 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties concerning the Property.

5.7 Construction. This Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

5.8 Applicability. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns, except as expressly set forth herein.

5.9 Time. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE PARTIES' OBLIGATIONS UNDER THIS AGREEMENT.

5.10 Counterpart Execution; Facsimile. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. This Agreement may also be executed and delivered via facsimile and a facsimile signature shall have the same legal effect as an original signature.

5.11 Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

5.12 Time Calculations. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

5.13 Further Assurances. County and TPL agree to execute all documents and instruments reasonably required in order to consummate the purchase and sale herein contemplated and to do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Agreement.

5.14 Severability. If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

5.15 Exhibits Incorporated by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference.

5.16 Amendments. This Agreement may be amended only by written agreement signed by both of the parties hereto.

5.17 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, County and TPL have executed this Donation Agreement by the respective authorized parties as set forth below.

“TPL”

“COUNTY”

THE TRUST FOR PUBLIC LAND,  
a California nonprofit public benefit  
corporation

(signatures on next page)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

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

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Deputy

APPROVED:

APPROVED:

By: \_\_\_\_\_  
Ray Aromatorio  
Risk Program Administrator

By: \_\_\_\_\_  
Ronn Carlentine, SRWA  
Real Property Manager

EXHIBIT A

Tentative Tract Map No. 14,585



EXHIBIT A-1

Reserved Mineral Rights

Reserving to grantor all oil, mineral, gas interests located below a depth of 500 feet of the surface of the property described above, together with (i) the right of surface entry over, across and through the areas described as Parcel 1 of Mineral Rights Reservation Area 1 and Parcel 1 of Mineral Rights Reservation Area 2, described below, for the purpose of constructing, maintaining, operating, repairing and replacing equipment, structures and other improvements necessary or appropriate for the exploitation, storage and processing of such minerals and (ii) an easement for ingress and egress to such areas over, across and through Parcels 2 and 3 of Mineral Rights Reservation Area 1 and Parcel 2 of Mineral Rights Reservation Area 2 described below:

**MINERAL RIGHTS RESERVATION AREA 1**

Being those portions of Parcel A of Parcel Map No. 10518, in the County of Santa Barbara, State of California, as shown on the map thereof filed in Book 1, Page 91 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

**Parcel One:**

Commencing at an angle point in the northerly line of said Parcel A, said angle point being the easterly terminus of a line bearing N.89°13'55"W. (shown as N.89°42'40"E. on said Parcel Map No. 10518), said angle point also being the northeasterly corner of Section 1, Township 4 North, Range 28 West, San Bernardino Meridian; thence S.34°51'34"W., a distance of 1,758.51 feet to the TRUE POINT OF BEGINNING:

Thence 1<sup>st</sup>, S.88°27'02"W., a distance of 127.29 feet;

Thence 2<sup>nd</sup>, N.16°49'40"W., a distance of 264.80 feet;

Thence 3<sup>rd</sup>, N.65°02'06"E., a distance of 140.82 feet;

Thence 4<sup>th</sup>, S.19°39'03"E., a distance of 327.61 feet;

Thence 5<sup>th</sup>, S.88°27'02"W., a distance of 33.94 feet to the point of beginning.

Containing 1.000 acre, more or less.

**Parcel Two:**

Being a twenty-four (24.00) foot wide strip of land, lying twelve (12.00) each side of the following described centerline:

Commencing at an angle point in the northerly line of said Parcel A, said angle point being the easterly terminus of a line bearing N.89°13'55"W. (shown as N.89°42'40"E. on said Parcel Map No. 10518), said angle point also being the northeasterly corner of Section 1, Township 4 North, Range 28 West, San Bernardino Meridian; thence S.34°51'34"W., a distance of 1,758.51 feet to the TRUE POINT OF BEGINNING:

Thence 1<sup>st</sup>, S.32°44'54"E., a distance of 124.69 feet;

Thence 2<sup>nd</sup>, S.00°36'00"W., a distance of 173.99 feet;

Thence 3<sup>rd</sup>, S.15°49'53"E., a distance of 183.68 feet;

Thence 4<sup>th</sup>, S.00°22'05"W., a distance of 115.37 feet;

Thence 5<sup>th</sup>, southerly along the arc a distance of 23.65 feet;

Thence 6<sup>th</sup>, S.00°40'23"W., a distance of 112.73 feet to a point of curve to the left having a radius of 25.00 feet and a central angle of 18°02'49";

Thence 7<sup>th</sup>, southerly along the arc a distance of 7.87 feet;

Thence 8<sup>th</sup>, S.17°22'25"E., a distance of 332.54 feet to a point of curve to the right having a radius of 488.00 feet and a central angle of 05°00'00";

Thence 9<sup>th</sup>, southerly along the arc a distance of 42.59 feet;

Thence 10<sup>th</sup>, S.12°22'26"E., a distance of 129.25 feet to a point of curve to the left having a radius of 25.00 feet and a central angle of 25°54'44";

Thence 11<sup>th</sup>, southeasterly along the arc a distance of 11.31 feet;

Thence 12<sup>th</sup>, S.38°17'10"E., a distance of 8.18 feet to a point herein referred to as "Point A".

The sidelines of said twenty-four (24.00) foot strip shall be lengthened or shortened to terminate northerly in said northerly and southerly at right angles.

### **Parcel Three:**

Being a sixteen (16.00) foot wide strip of land, lying eight (8.00) feet each side of the following described centerline:

Beginning at a "Point A" as described in Parcel One above;

Thence 1<sup>st</sup>, S.38°17'10"E., a distance of 9.54 feet to a point of curve to the right having a radius of 25.00 feet and a central angle of 30°27'11";

Thence 2<sup>nd</sup>, southeasterly along the arc a distance of 13.29 feet;

Thence 3<sup>rd</sup>, S.07°49'59"E., a distance of 154.37 feet to a point of curve to the left having a radius of 75.00 feet and a central angle of 53°42'42";

Thence 4<sup>th</sup>, southeasterly along the arc a distance of 70.31 feet;

Thence 5<sup>th</sup>, S.61°32'41"E., a distance of 39.92 feet to a point of curve to the left having a radius of 23.00 feet and a central angle of 36°28'51";

Thence 6<sup>th</sup>, easterly along the arc a distance of 14.64 feet to a point of reverse curve to the right having a radius of 30.00 feet and a central angle of 114°09'08";

Thence 7<sup>th</sup>, southeasterly along the arc, a distance of 59.77 feet to a point of reverse curve to the left having a radius of 50.00 feet and a central angle of 67°32'20";

Thence 8<sup>th</sup>, southerly along the arc, a distance of 58.94 feet;

Thence 9<sup>th</sup>, S.51°24'44"E., a distance of 27.78 feet to a point of curve to the right having a radius of 35.00 feet and a central angle of 89°17'15";

Thence 10<sup>th</sup>, southerly along the arc a distance of 54.54 feet;

Thence 11<sup>th</sup>, S.37°52'31"W., a distance of 48.83 feet to a point of curve to the left having a radius of 350.00 feet and a central angle of 36°27'44";

Thence 12<sup>th</sup>, southerly along the arc a distance of 222.74 feet;

Thence 13<sup>th</sup>, S.01°24'47"W., a distance of 216.65 feet to a point in the southerly line of said Parcel A of Parcel Map No. 10518, said line shown thereon as having a bearing and distance of "S.81°08' W. 30.39 feet".

The sidelines of said sixteen (16.00) foot strip shall be lengthened or shortened to terminate northerly in the southerly line of Parcel Two above described, and southerly in said southerly line of said Parcel A of Parcel Map No. 10518.

## **MINERAL RIGHTS RESERVATION AREA 2**

Being those portions of Parcel A of Parcel Map No. 10518, in the County of Santa Barbara, State of California, as shown on the map thereof filed in Book 1, Page 91 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

**Parcel One:**

Commencing at an angle point in the northerly line of said Parcel A, said angle point being the easterly terminus of a line bearing N.89°13'55"W. (shown as N.89°42'40"E. on said Parcel Map No. 10518), said angle point also being the northeasterly corner of Section 1, Township 4 North, Range 28 West, San Bernardino Meridian; thence S.29°23'53"E., a distance of 2,617.45 feet to the TRUE POINT OF BEGINNING:

Thence 1<sup>st</sup>, S.16°42'17"E., a distance of 159.13 feet;

Thence 2<sup>nd</sup>, S.72°16'38"W., a distance of 113.37 feet;

Thence 3<sup>rd</sup>, N.24°25'17"W., a distance of 314.72 feet;

Thence 4<sup>th</sup>, N.77°26'59"E., a distance of 193.66 feet;

Thence 5<sup>th</sup>, S.01°20'46"E., a distance of 141.76 feet to the point of beginning.

Containing 1.000 acre, more or less.

**Parcel Two:**

Being a twenty-four (24.00) foot wide strip of land, lying twelve (12.00) each side of the following described centerline:

Commencing at an angle point in the northerly line of said Parcel A, said angle point being the easterly terminus of a line bearing N.89°13'55"W. (shown as N.89°42'40"E. on said Parcel Map No. 10518), said angle point also being the northeasterly corner of Section 1, Township 4 North, Range 28 West, San Bernardino Meridian; thence S.29°23'53"E., a distance of 2,617.45 feet to the TRUE POINT OF BEGINNING:

Thence 1<sup>st</sup>, S.51°58'00"E., a distance of 186.96 feet;

Thence 2<sup>nd</sup>, N.83°33'34"E., a distance of 210.37 feet to the northerly terminus of that certain course in the easterly line of said Parcel A of Parcel Map No. 10518, said course shown thereon as having a bearing and distance of "S.1°50'00" E., 30.00 feet".

The sidelines of said twenty-four (24.00) foot wide strip shall be lengthened or shortened to terminate westerly in the easterly line of Parcel One above described, and easterly in said easterly line of said Parcel A of Parcel Map No. 10518.

EXHIBIT B

**Form of Grant Deed**

Recording Requested By and  
When Recorded Mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

GRANT DEED

Assessor Parcel Number: \_\_\_\_\_

DOCUMENTARY TRANSFER TAX: None  
(This conveyance is exempt from any documentary transfer  
tax per California Revenue and Taxation Code Section 11922)

For valuable consideration, receipt of which is acknowledged, THE TRUST FOR  
PUBLIC LAND, a California nonprofit public benefit corporation (“**Grantor**”), hereby grants to  
\_\_\_\_\_, a \_\_\_\_\_ (“**Grantee**”), the real property in  
the City of \_\_\_\_\_, County of Santa Barbara, State of California, described in  
Exhibit "A" attached hereto and made a part hereof (the “**Property**”), excluding, however, the  
mineral rights and subject to the right of entry described in Exhibit "B" attached hereto and made  
a part hereof.

This conveyance is an AS-IS transaction and is also subject to all other matters appearing  
of record or known to Grantee that can be ascertained by an inspection of said Property and is  
made without any warranty expressed or implied as to the suitability of said Property for any  
purpose.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed.

Dated: \_\_\_\_\_, 20\_\_.

THE TRUST FOR PUBLIC LAND,  
a California nonprofit public benefit  
corporation

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "A"  
TO  
GRANT DEED

LEGAL DESCRIPTION

That certain property in the County of Santa Barbara, State of California, described as the "Designated Remainder" on Tract Map No. 14,585 recorded in Book \_\_, Pages \_\_ through \_\_ of Maps in the Office of the County Recorder of the County of Santa Barbara, State of California.

EXHIBIT "B"  
TO  
GRANT DEED

All oil, mineral, gas interests located below a depth of 500 feet of the surface of the property described above, together with (i) the right of surface entry over, across and through the areas described as Parcel 1 of Mineral Rights Reservation Area 1 and Parcel 1 of Mineral Rights Reservation Area 2, described below, for the purpose of constructing, maintaining, operating, repairing and replacing equipment, structures and other improvements necessary or appropriate for the exploitation, storage and processing of such minerals and (ii) an easement for ingress and egress to such areas over, across and through Parcels 2 and 3 of Mineral Rights Reservation Area 1 and Parcel 2 of Mineral Rights Reservation Area 2 described below:

**MINERAL RIGHTS RESERVATION AREA 1**

Being those portions of Parcel A of Parcel Map No. 10518, in the County of Santa Barbara, State of California, as shown on the map thereof filed in Book 1, Page 91 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

**Parcel One:**

Commencing at an angle point in the northerly line of said Parcel A, said angle point being the easterly terminus of a line bearing N.89°13'55"W. (shown as N.89°42'40"E. on said Parcel Map No. 10518), said angle point also being the northeasterly corner of Section 1, Township 4 North, Range 28 West, San Bernardino Meridian; thence S.34°51'34"W., a distance of 1,758.51 feet to the TRUE POINT OF BEGINNING:

Thence 1<sup>st</sup>, S.88°27'02"W., a distance of 127.29 feet;

Thence 2<sup>nd</sup>, N.16°49'40"W., a distance of 264.80 feet;

Thence 3<sup>rd</sup>, N.65°02'06"E., a distance of 140.82 feet;

Thence 4<sup>th</sup>, S.19°39'03"E., a distance of 327.61 feet;

Thence 5<sup>th</sup>, S.88°27'02"W., a distance of 33.94 feet to the point of beginning.

Containing 1.000 acre, more or less.

**Parcel Two:**

Being a twenty-four (24.00) foot wide strip of land, lying twelve (12.00) each side of the following described centerline:

Commencing at an angle point in the northerly line of said Parcel A, said angle point being the easterly terminus of a line bearing N.89°13'55"W. (shown as N.89°42'40"E. on said Parcel Map No. 10518), said angle point also being the northeasterly corner of Section 1, Township 4 North, Range 28 West, San Bernardino Meridian; thence S.34°51'34"W., a distance of 1,758.51 feet to the TRUE POINT OF BEGINNING:

Thence 1<sup>st</sup>, S.32°44'54"E., a distance of 124.69 feet;

Thence 2<sup>nd</sup>, S.00°36'00"W., a distance of 173.99 feet;

Thence 3<sup>rd</sup>, S.15°49'53"E., a distance of 183.68 feet;

Thence 4<sup>th</sup>, S.00°22'05"W., a distance of 115.37 feet;

Thence 5<sup>th</sup>, southerly along the arc a distance of 23.65 feet;

Thence 6<sup>th</sup>, S.00°40'23"W., a distance of 112.73 feet to a point of curve to the left having a radius of 25.00 feet and a central angle of 18°02'49";

Thence 7<sup>th</sup>, southerly along the arc a distance of 7.87 feet;

Thence 8<sup>th</sup>, S.17°22'25"E., a distance of 332.54 feet to a point of curve to the right having a radius of 488.00 feet and a central angle of 05°00'00";

Thence 9<sup>th</sup>, southerly along the arc a distance of 42.59 feet;

Thence 10<sup>th</sup>, S.12°22'26"E., a distance of 129.25 feet to a point of curve to the left having a radius of 25.00 feet and a central angle of 25°54'44";

Thence 11<sup>th</sup>, southeasterly along the arc a distance of 11.31 feet;

Thence 12<sup>th</sup>, S.38°17'10"E., a distance of 8.18 feet to a point herein referred to as "Point A".

The sidelines of said twenty-four (24.00) foot strip shall be lengthened or shortened to terminate northerly in said northerly and southerly at right angles.

### **Parcel Three:**

Being a sixteen (16.00) foot wide strip of land, lying eight (8.00) feet each side of the following described centerline:

Beginning at a "Point A" as described in Parcel One above;

Thence 1<sup>st</sup>, S.38°17'10"E., a distance of 9.54 feet to a point of curve to the right having a radius of 25.00 feet and a central angle of 30°27'11";



Thence 2<sup>nd</sup>, southeasterly along the arc a distance of 13.29 feet;

Thence 3<sup>rd</sup>, S.07°49'59"E., a distance of 154.37 feet to a point of curve to the left having a radius of 75.00 feet and a central angle of 53°42'42";

Thence 4<sup>th</sup>, southeasterly along the arc a distance of 70.31 feet;

Thence 5<sup>th</sup>, S.61°32'41"E., a distance of 39.92 feet to a point of curve to the left having a radius of 23.00 feet and a central angle of 36°28'51";

Thence 6<sup>th</sup>, easterly along the arc a distance of 14.64 feet to a point of reverse curve to the right having a radius of 30.00 feet and a central angle of 114°09'08";

Thence 7<sup>th</sup>, southeasterly along the arc, a distance of 59.77 feet to a point of reverse curve to the left having a radius of 50.00 feet and a central angle of 67°32'20";

Thence 8<sup>th</sup>, southerly along the arc, a distance of 58.94 feet;

Thence 9<sup>th</sup>, S.51°24'44"E., a distance of 27.78 feet to a point of curve to the right having a radius of 35.00 feet and a central angle of 89°17'15";

Thence 10<sup>th</sup>, southerly along the arc a distance of 54.54 feet;

Thence 11<sup>th</sup>, S.37°52'31"W., a distance of 48.83 feet to a point of curve to the left having a radius of 350.00 feet and a central angle of 36°27'44";

Thence 12<sup>th</sup>, southerly along the arc a distance of 222.74 feet;

Thence 13<sup>th</sup>, S.01°24'47"W., a distance of 216.65 feet to a point in the southerly line of said Parcel A of Parcel Map No. 10518, said line shown thereon as having a bearing and distance of "S.81°08' W. 30.39 feet".

The sidelines of said sixteen (16.00) foot strip shall be lengthened or shortened to terminate northerly in the southerly line of Parcel Two above described, and southerly in said southerly line of said Parcel A of Parcel Map No. 10518.

## **MINERAL RIGHTS RESERVATION AREA 2**

Being those portions of Parcel A of Parcel Map No. 10518, in the County of Santa Barbara, State of California, as shown on the map thereof filed in Book 1, Page 91 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

**Parcel One:**

Commencing at an angle point in the northerly line of said Parcel A, said angle point being the easterly terminus of a line bearing N.89°13'55"W. (shown as N.89°42'40"E. on said Parcel Map No. 10518), said angle point also being the northeasterly corner of Section 1, Township 4 North, Range 28 West, San Bernardino Meridian; thence S.29°23'53"E., a distance of 2,617.45 feet to the TRUE POINT OF BEGINNING:

Thence 1<sup>st</sup>, S.16°42'17"E., a distance of 159.13 feet;

Thence 2<sup>nd</sup>, S.72°16'38"W., a distance of 113.37 feet;

Thence 3<sup>rd</sup>, N.24°25'17"W., a distance of 314.72 feet;

Thence 4<sup>th</sup>, N.77°26'59"E., a distance of 193.66 feet;

Thence 5<sup>th</sup>, S.01°20'46"E., a distance of 141.76 feet to the point of beginning.

Containing 1.000 acre, more or less.

**Parcel Two:**

Being a twenty-four (24.00) foot wide strip of land, lying twelve (12.00) each side of the following described centerline:

Commencing at an angle point in the northerly line of said Parcel A, said angle point being the easterly terminus of a line bearing N.89°13'55"W. (shown as N.89°42'40"E. on said Parcel Map No. 10518), said angle point also being the northeasterly corner of Section 1, Township 4 North, Range 28 West, San Bernardino Meridian; thence S.29°23'53"E., a distance of 2,617.45 feet to the TRUE POINT OF BEGINNING:

Thence 1<sup>st</sup>, S.51°58'00"E., a distance of 186.96 feet;

Thence 2<sup>nd</sup>, N.83°33'34"E., a distance of 210.37 feet to the northerly terminus of that certain course in the easterly line of said Parcel A of Parcel Map No. 10518, said course shown thereon as having a bearing and distance of "S.1°50'00" E., 30.00 feet".

The sidelines of said twenty-four (24.00) foot wide strip shall be lengthened or shortened to terminate westerly in the easterly line of Parcel One above described, and easterly in said easterly line of said Parcel A of Parcel Map No. 10518.

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, from THE TRUST FOR PUBLIC LAND, as GRANTOR, to the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, is hereby accepted by Order of the Board of Supervisors of the County of Santa Barbara on \_\_\_\_\_, and the County of Santa Barbara as GRANTEE consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this \_\_\_\_\_ day of \_\_\_\_\_, 2007

MICHAEL F. BROWN,  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy

## EXHIBIT C

### Documents

1. Preliminary Report dated as of September 21, 2006, Order No. 1241963, and all underlying title documents referenced therein.
2. Phase I Environmental Site Assessment dated as of October 2004
3. Preserve at San Marcos Native Grassland Survey and Mitigation Plan dated as of August 2001
4. Preserve at San Marcos Open Space Management Plan dated as of August 2001
5. Preserve at San Marcos Wildlife Resources and Sensitive Species Plan dated as of August 2001