

ATTACHMENT 1

**Assignment and Assumption of
Conservation Easement Deed and
Agreement to Transfer
Anderson Purisima Hills Conservation
Easement to the Land Trust for
Santa Barbara County**

Recorded at request of
COUNTY OF SANTA BARBARA

and when recorded mail to:
THE LAND TRUST FOR SANTA BARBARA COUNTY
Post Office Box 91830
Santa Barbara, California 93190-1830
Telephone: (805) 966-4520
WILL CALL

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No Fee Pursuant to
USE
Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S

APNs: 099-060-021 and 099-070-036

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

**ASSIGNMENT AND ASSUMPTION
OF CONSERVATION EASEMENT DEED AND AGREEMENT**

This Assignment and Assumption of Conservation Easement Deed and Agreement, dated _____, 2017 (the "Assignment"), is entered into by and between **THE COUNTY OF SANTA BARBARA**, a political subdivision of the State of California ("Assignor"), and **THE LAND TRUST FOR SANTA BARBARA COUNTY**, a California nonprofit public benefit corporation ("Assignee").

RECITALS

A. Assignor is the grantee under that certain Conservation Easement Deed and Agreement recorded in the Official Records of Santa Barbara County, California (the "Official Records"), on July 28, 2011, as Instrument No. 2011-0042697, and subsequently awarded to Assignor by Final Order of Condemnation (Santa Barbara County Superior Court Case No. 1417253), dated June 23, 2016, and recorded in the Official Records, on July 5, 2016, as Instrument No. 2016-0033535 (the "Conservation Easement"). The Conservation Easement encumbers that certain real property described in **Exhibit A**, attached hereto and incorporated herein by reference (the "Property").

B. Assignee is authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code Section 65965, and is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986, as amended ("Code"), and is thus qualified to accept an assignment of the rights and obligations of the grantee under the Conservation Easement.

ASSIGNMENT AND AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are specifically incorporated into the body of this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Effective Date.** This Assignment shall be effective as of the date of the recording of this Assignment in the Official Records (the "Effective Date").

2. **Assignment.** As of the Effective Date, Assignor hereby assigns, conveys and otherwise transfers to Assignee all of Assignor's right, title, and interest, and delegates all of Assignor's obligations, as grantee under the Conservation Easement.

3. **Assumption of Obligations.** Assignee hereby accepts all of Assignor's right, title, and interest in and to the Conservation Easement and agrees to perform, observe, and be bound by each and every obligation, covenant, agreement and condition to be performed, observed by, or binding on, the grantee pursuant to the Conservation Easement, and to require that the conservation purposes and other terms and conditions of the Conservation Easement continue to be carried out.

4. **Indemnification.** Assignor shall indemnify, defend and hold harmless Assignee and Assignee's successors, agents, assigns, officers, directors, employees and other representatives from and against any and all expenses, claims, causes of action, losses, damages or other liabilities (including without limitation, reasonable attorneys' and experts' fees and costs) caused by any actions, omissions, events, activities or liabilities pertaining to the Conservation Easement, and/or to Assignor's exercise of its rights and performance of its obligations under the Conservation Easement, and occurring or arising prior to the Effective Date, except to the extent any such expense, claim, cause of action, loss, damage or other liability was caused by the sole negligence or willful misconduct of Assignee.

Assignee shall indemnify, defend and hold harmless Assignor and Assignor's successors, agents, assigns, officers, directors, employees and other representatives from and against any and all expenses, claims, causes of action, losses, damages or other liabilities (including without limitation, reasonable attorneys' and experts' fees and costs) caused by any actions, omissions, events, activities or liabilities pertaining to the Conservation Easement, and/or to Assignee's exercise of its rights and performance of its obligations under the Conservation Easement, and occurring or arising after the Effective Date, except to the extent any such expense, claim, cause of action, loss, damage or other liability was caused by the sole negligence or willful misconduct of Assignor.

5. **Reversion.** If Assignee ever ceases to exist or no longer qualifies under Code Section 170(h), or applicable state law, to hold conservation easements, the Conservation Easement shall be transferred back to Assignor, or, at Assignor's request, to another qualified organization selected by Assignor and approved by the United States Fish and Wildlife Service ("USFWS") as having substantially similar organizational purposes of Assignor that agrees to assume the responsibilities imposed on Assignee by this Assignment. USFWS shall also have the right to seek transfer of the Conservation Easement as stated in Section 11 of the Conservation Easement.

6. **Further Assurances.** Assignor and Assignee agree to take such additional actions and execute such additional documents as may be reasonable and necessary to carry out the provisions of this Assignment.

7. **Endowment.** Assignor and Assignee agree to the establishment of an endowment in the amount of SEVENTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS AND FIVE CENTS (\$78,188.05), which Assignee approves as sufficient to provide for the management and perpetual easement monitoring of the Conservation Easement.

8. **Binding on Successors.** This Assignment shall be binding not only upon the parties, but also upon their heirs, representatives, assigns and other successors in interest.

9. **Modification; Waiver.** No supplement, modification, or amendment of this Assignment shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Assignment 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.

10. **Severability.** Each provision of this Assignment is severable from any and all other provisions of this Assignment. Should any provision(s) of this Assignment be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

11. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the State of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

12. **Counterparts.** The parties may execute this Assignment in counterparts that shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Assignment in the Official Records.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as set forth below.

ASSIGNOR:

COUNTY OF SANTA BARBARA

ATTEST
CLERK OF THE BOARD

By: _____
Joan Hartmann, Chair
Board of Supervisors

Date: _____

By: _____
Deputy

ASSIGNEE:

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

By: _____
Name: _____
Title: _____

Date

By: _____
Name: _____
Title: _____

Date

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 the document.

State of California

County of SANTA BARBARA

On _____ before me, _____, a Deputy Clerk,
personally appeared _____ who proved to me on the basis of
satisfactory evidence to be the person(s) whose names(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 State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

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)
)
County of)

On _____ before me, _____, a notary public,
personally appeared _____, 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)

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)
)
County of)

On _____ before me, _____, a notary public,
personally appeared _____, 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)

Project: Transfer of Anderson
Conservation Easement
File No.: 003585

COUNTY DEPARTMENTAL APPROVALS


APPROVED:


Janette D. Pell, Director
General Services Department

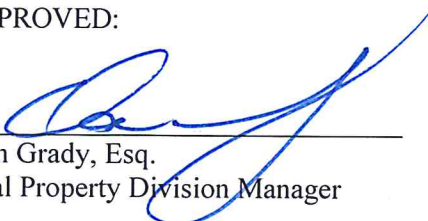
APPROVED AS TO FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: 
Deputy

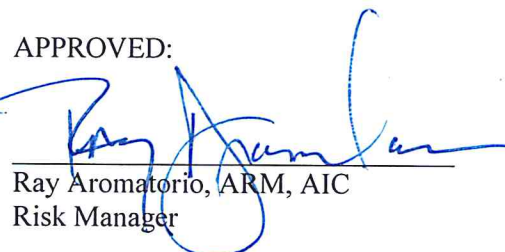
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Johannah L. Hartley
Senior Deputy County Counsel

APPROVED:


Don Grady, Esq.
Real Property Division Manager

APPROVED:


Ray Aromatorio, ARM, AIC
Risk Manager

**EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION
OF CONSERVATION EASEMENT DEED AND AGREEMENT**

LEGAL DESCRIPTION OF THE PROPERTY

[attached]

Legal Description

Being all that portion of the North one-half of the Southeast one-quarter of Section 9, Township 7 North, Range 33 West, San Bernardino Meridian, in the County of Santa Barbara, State of California, according to the official plat thereof, more particularly described as follows:

Area A

Commencing at the southeast corner of the Northwest one-quarter of the Southeast one-quarter of said Section 9, said corner being denoted as a set $\frac{1}{4}$ " iron pipe with tag "LS 3146" on the map filed in Book 147 of Records of Survey, Page 37, in the office of said County Recorder; thence N88°31'30"W, along the North line of Southwest one-quarter of the Southeast one-quarter of said Section 9, 1307.59 feet to a point in the West line of the North one-half of the Southeast one-quarter of said Section 9, said point being denoted as a set $\frac{1}{4}$ " iron pipe with tag "LS 3146" as denoted on said map; thence N00°03'15"E, along said West line of the North one-half of the Southeast one-quarter of Section 9, 1330.18 feet to the Northwest corner of said North one-half of the Southeast one-quarter of Section 9; thence S88°34'32"E, along the North line of said North one-half of the Southeast one-quarter of Section 9, 209.26 feet to the **TRUE POINT OF BEGINNING**; thence,

- | | |
|----------|---|
| First | S88°34'32"E continuing along said North line of the North one-half of the Southeast one-quarter of Section 9, 1258.01' to a point in the center of an existing dirt road running in a northwesterly/southeasterly direction along the spine of an existing ridgeline; thence, |
| Second | S05°22'04"E, along the center of said dirt road and said ridgeline, 34.87 feet to an angle point therein; thence, |
| Third | S10°28'23"E, continuing along said dirt road and ridgeline, 71.83 feet to an angle point therein; thence, |
| Fourth | S12°07'42"E, continuing along said dirt road and ridgeline, 115.60 feet to the beginning of a non-tangent curve concave northwesterly having a radius of 300.00 feet, the radial center of which bears S24°38'48"W; thence, |
| Fifth | Departing said dirt road and ridgeline, westerly, southwesterly, and southerly along the arc of said curve a distance of 606.36 feet, through a central angle of 115°48'24"; thence, |
| Sixth | Departing said curve N60°18'12"W, 520.50 feet to an angle point; thence, |
| Seventh | N43°57'50"W, 247.19 feet to an angle point; thence, |
| Eighth | N75°58'03"W, 246.23 feet to an angle point; thence, |
| Ninth | S03°07'06"W, 278.28 feet to an angle point; thence, |
| Tenth | S05°45'31"W, 280.80 feet to an angle point; thence, |
| Eleventh | N77°21'26"W, 160.12 feet to a point in the existing barbed wire fence; thence, |
| Twelfth | N18°48'06"E along said barbed wire fence and its northeasterly prolongation, 586.40 feet to the True Point of Beginning. |

Containing 8.45 acres more or less

Area B

Commencing at the southeast corner of the Northwest one-quarter of the Southeast one-quarter of said Section 9, said corner being denoted as a set $\frac{1}{4}$ " iron pipe with tag "LS 3146" on the map filed in Book 147 of Records of Survey, Page 37, in the office of said County Recorder; thence N88°31'30"W, along the North line of Southwest one-quarter of the Southeast one-quarter of said Section 9, 1307.59 feet to a point in the West line of the North one-half of the Southeast one-quarter of said Section 9, said point being denoted as a set $\frac{1}{4}$ " iron pipe with tag "LS 3146" as denoted on said map; thence N00°03'15"E, along the West line of the North one-half of the Southeast one-quarter of said Section 9, 1330.18 feet to the Northwest corner of said North one-half of the Southeast one-quarter of Section 9 and the TRUE POINT OF BEGINNING; thence,

- First S88°34'32"E along the north line of said North one-half of the Southeast one-quarter of Section 9, 159.66 feet to an angle point; thence,
- Second S43°33'28"W, parallel with and 20.00 feet northwesterly of the centerline of an existing dirt road, 231.86 feet to a point in said West line of said North one-half of the Southeast one-quarter of Section 9; thence,
- Third N00°03'15"E, along said West line of said North one-half of the Southeast one-quarter of Section 9, 171.99 feet to the Point of Beginning.

Containing 0.32 acres more or less

Area C

Commencing at the southeast corner of the Northwest one-quarter of the Southeast one-quarter of said Section 9, said corner being denoted as a set $\frac{1}{4}$ " iron pipe with tag "LS 3146" on the map filed in Book 147 of Records of Survey, Page 37, in the office of said County Recorder; thence N88°31'30"W, along the North line of Southwest one-quarter of the Southeast one-quarter of said Section 9, 1307.59 feet to a set $\frac{1}{4}$ " iron pipe with tag "LS 3146" as denoted on said map; thence, N00°03'15"E along said West line of the North one-half of the Southeast one-quarter of Section 9, 833.25 feet to the True Point of Beginning; thence,

- First N00°03'15"E, along said West line of the North one-half of the Southeast one-quarter of Section 9, 266.84 feet to an angle point; thence,
- Second N43°33'28"E, parallel with and 20.00 feet southeasterly of the centerline of an existing dirt road, 204.80 feet to an angle point; thence,
- Third S18°48'06"W parallel with and 40.00 feet northwesterly of an existing barbed wire fence, 438.65 feet to the True Point of Beginning.

Containing 0.43 acres more or less

Area D

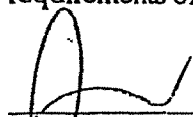
Commencing at the southeast corner of the Northwest one-quarter of the Southeast one-quarter of said Section 9, said corner being denoted as a set $\frac{1}{4}$ " iron pipe with tag "LS 3146" on the map filed in Book 147 of Records of Survey, Page 37, in the office of said County Recorder; thence N88°31'30"W, along the North line of Southwest one-quarter of the Southeast one-quarter of said Section 9, 1307.59 feet to a point in the West line of the North one-half of the Southeast one-quarter of said Section 9, said point being denoted as a set $\frac{1}{4}$ " iron pipe with tag "LS 3146" as denoted on said map; thence N00°03'15"E, along said West line of the North one-half of the Southeast one-quarter of Section 9, 1330.18 feet to the Northwest corner of said North one-half of the Southeast one-quarter of Section 9; thence S88°34'32"E, along the North line of said North one-half of the Southeast one-quarter of Section 9, 1467.27 feet to a point in the center of an existing dirt road running in a northwesterly/southeasterly direction along the spine of an existing ridgeline; thence, departing said north line S05°22'04"E, along the center of said dirt road and said ridgeline, 34.87 feet to an angle point therein; thence, S10°28'23"E, continuing along said dirt road and ridgeline, 71.83 feet to an angle point therein; thence, S12°07'42"E, continuing along said dirt road and ridgeline, 115.60 feet to the beginning of a non-tangent circular curve having a radius of 300.00 feet, the radial center of which bears S24°38'48"W, and being the **TRUE POINT OF BEGINNING**; thence, along the arc of said curve through a central angle of 360°00'00" for a length of 1884.96' feet to the True Point of Beginning.

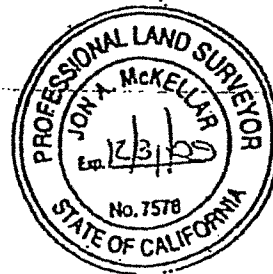
Containing 6.48 acres more or less

End of Descriptions

A visual depiction of the afore described areas is shown on the "Exhibit Sketch" attached hereto and by reference incorporate herein.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act this 13th day of October, 2009.


Jon McKellar
PLS 7578
License Expiration Date: 31 December 2009



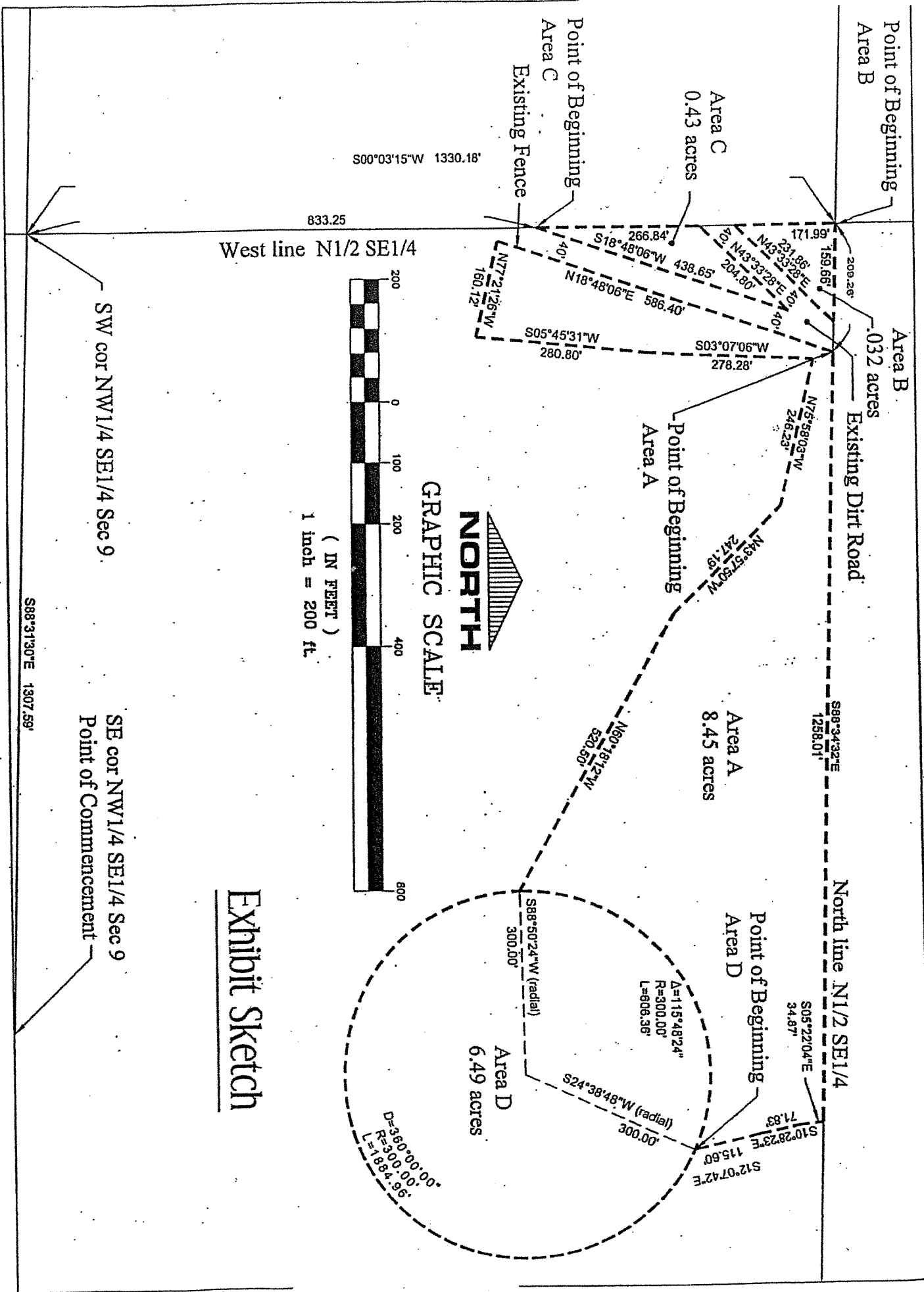


Exhibit Sketch