

REAL PROPERTY TRANSFER AGREEMENT
(Cambria/Lodge Hill Restoration Plan)

This Real Property Transfer Agreement (“Agreement”) is entered into as of the date last written below (the “Effective Date”), by and between The Land Conservancy of San Luis Obispo County, a California nonprofit corporation (“Conservancy”), and the Cambria Community Services District, a special district (“CCSD”).

Recitals

A. WHEREAS, Conservancy is a publicly supported, tax-exempt non-profit organization, qualified under Section 501(c)(3) of the Internal Revenue Code whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition.

B. WHEREAS, Conservancy administers the Cambria/Lodge Hill Restoration Plan, pursuant to which fee title to real property in the Lodge Hill area of Cambria, California is acquired for the purpose of preserving sensitive natural resources by restricting future uses of the property and transferring the development rights to other locations where additional development is desired or is deemed more appropriate.

C. WHEREAS, the Cambria/Lodge Hill Restoration Plan contemplates that upon acquisition of real property within the Lodge Hill area by Conservancy and the removal of the development rights, the real property will be transferred to a public entity to serve as the long-term fee title owner and that the Conservancy will retain a Conservation Easements.

D. WHEREAS, Conservancy and CCSD previously entered into a Memorandum of Understanding dated July 24, 2017 (the “MOU”), pursuant to which CCSD agreed to serve as the public entity owner of real property to be acquired by Conservancy under the Cambria/Lodge Hill Restoration Plan, subject to the terms and conditions of the MOU.

E. WHEREAS, Conservancy has entered into Real Property Donation Agreements (“Donation Agreements”) with two (2) landowners, whereby Conservancy will acquire by charitable donation fee title to certain unimproved real property in the County of San Luis Obispo, State of California, which is more particularly described in Exhibit A attached hereto (the “Property”).

F. WHEREAS, Conservancy desires to accept the donation of the Property, subject to the terms and conditions of the Donation Agreements, and to thereafter transfer fee title to the Property to CCSD while retaining a Conservation Easements thereon, on the terms and conditions set forth in this Agreement.

G. WHEREAS, CCSD desires to accept the transfer of the Property and to concurrently grant to Conservancy a Conservation Easements thereon, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the parties agree as follows:

1. Escrow. An escrow (“Escrow”) shall be established with First American Title Company, 899 Pacific Street, San Luis Obispo, CA 93401 (“Escrow Holder”). Written escrow instructions shall be prepared by Escrow Holder which shall incorporate the terms of this Agreement. If there is any inconsistency between the terms and conditions of this Agreement and the escrow instructions, the terms and conditions of this Agreement shall control. The escrow instructions shall be signed by the parties and delivered to the Escrow Holder within five (5) days after delivery of the escrow instructions from Escrow Holder to the parties. The parties shall also deposit with the Escrow Holder all instruments, documents, and other items identified in the escrow instructions or reasonably required by the Escrow Holder to close the transaction contemplated by this Agreement on the Closing Date (as defined in Section 12.a., below).

2. Transfer of Property. Subject to the terms and conditions of this Agreement, at Close of Escrow, Conservancy shall transfer to CCSD, and CCSD shall accept from Conservancy, the Property. No monetary consideration shall be given by CCSD for the Property.

3. Due Diligence.

a. CCSD's Inspection. The parties acknowledge that concurrently with this Agreement, Conservancy has entered into Donation Agreements to acquire the Property from the landowners (the "Acquisition Transactions"). The Donation Agreements provide Conservancy with the opportunity during escrow to conduct due diligence investigations, review landowner documents and disclosures, access the Property and examine title to the Property in order to evaluate the acceptability of the Property. Conservancy will provide CCSD with copies of documents relating to the Property that are obtained by Conservancy in the Acquisition Transactions. In the event that CCSD desires to conduct any additional due diligence, CCSD may do so on the terms set forth in the Donation Agreements, a copy of which has been provided to CCSD.

b. Conservancy's Deliveries. Within five (5) days after receipt by Conservancy of any material documents or disclosures relating to the Property in the Acquisition Transactions, Conservancy shall provide a copy thereof to the CCSD.

c. Access. CCSD may access the Property prior to Close of Escrow on the terms set forth in the Donation Agreements.

d. CCSD's Right to Terminate. If CCSD disapproves of the results of its inspection and review of the Property, CCSD may elect to terminate this Agreement by giving Conservancy written notice of termination at least ten (10) days prior to the expiration of the Due Diligence Period provided for in the Donation Agreements. CCSD's approval of the Acquisition Transactions is a condition to Conservancy's obligation to accept the Property under the Donation Agreements, therefore CCSD's termination of this Agreement will also result in the termination of the Donation Agreements.

e. Preliminary Title Report. Promptly after opening Escrow, Escrow Holder shall cause to be delivered to CCSD Preliminary Reports for ALTA Standard Owner's Policies for the Property, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings and other matters of record affecting Conservancy's title to the Property (the "Preliminary Reports"). CCSD shall approve or disapprove in writing of each exception and any other matters shown on the Preliminary Reports at least ten (10) days prior to the Close of Escrow (the "Title Review Period") (but not less than five (5) business days after CCSD's receipt of the Preliminary Reports or any update to the Preliminary Reports). CCSD's failure to object in writing prior to the expiration of the Title Review Period shall be deemed to be an approval of the Preliminary Reports. If CCSD objects to the Preliminary Reports, CCSD may further elect to terminate this Agreement by sending written notice of termination to Conservancy prior to Close of Escrow.

4. Notice of Material Changes. Conservancy will promptly notify CCSD in writing of any Material Change affecting the Property that becomes known to Conservancy prior to Close of Escrow. "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property (excluding changes caused by CCSD) that occurs after the Effective Date and prior to Close of Escrow. CCSD shall have three (3) business days following Conservancy's delivery of written notice of a Material Change within which to satisfy itself with regard to such change. If any Material Change is disapproved by CCSD, then within said three (3) business day period, CCSD may terminate this Agreement by giving written notice to Conservancy.

5. Status of Title on Conveyance of Property.

a. Conservancy agrees to convey the Property to CCSD by grant deed in substantially the form attached hereto as Exhibit B (the "Grant Deed") at Close of Escrow, which shall be subject to the following:

i. The lien of general and special real property taxes and assessments not delinquent.

ii. All exceptions reflected on the Preliminary Reports.

b. If CCSD elects to purchase title insurance, a standard coverage ALTA owner's protection policy of title insurance to be issued by Escrow Holder, insuring title to the Property vested in the name of CCSD in the amount of appraised market value of the Property. The policy of title insurance shall insure CCSD's interests subject only to the exceptions described above and any obligation of CCSD recorded against title at Close of Escrow. At least ten (10) days prior to the Close of Escrow, CCSD shall notify Escrow Holder whether CCSD desires to purchase title insurance.

6. Conservancy's Representations and Warranties. Conservancy makes the following representations and warranties for the benefit of CCSD as of the date of this Agreement and as of the Closing Date:

a. Conservancy is a California corporation duly organized and in good standing under the laws of the State of California;

b. Conservancy is a non-profit organization having among its purposes the preservation of land on behalf of the public and Conservancy is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code

c. Conservancy has the full legal right, power and authority to enter into and perform this Agreement;

d. The execution and delivery of this Agreement by Conservancy, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action by or on behalf of the Conservancy; and

e. This Agreement is a valid and binding obligation of Conservancy, enforceable in accordance with its terms.

7. CCSD's Representations and Warranties. CCSD makes the following representations and warranties for the benefit of Conservancy as of the date of this Agreement and as of the Closing Date:

a. CCSD acknowledges and agrees that the Property is being transferred in its AS IS, WHERE IS condition, without any representations or warranties of any kind, including but not limited to representations or warranties relating to the physical condition of the Property, the boundaries of the Property, title to the Property or any matters affecting title to the Property.

b. CCSD has not relied on any representations, actions or omissions by Conservancy, its employees or agents, in evaluating the Property, except those representations set forth in Section 6, above.

c. CCSD acknowledges that it has satisfied itself with all matters concerning the Property, and that if title insurance for the Property is desired, CCSD may obtain a title insurance policy at its expense.

d. CCSD acknowledges that Conservancy shall retain the rights to the Transfer Development Credits ("TDCs") from the Property and may sell and transfer those TDCs pursuant to the TDC Program.

e. CCSD is a California special district duly organized and in good standing under the laws of the State of California;

f. CCSD has the full legal right, power and authority to enter into and perform this Agreement;

g. The execution and delivery of this Agreement by CCSD, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action by or on behalf of the CCSD; and

h. This Agreement is a valid and binding obligation of CCSD, enforceable in accordance with its terms.

8. Survival. Each of the above representations and warranties of Conservancy and CCSD shall survive the Close of Escrow.

9. Conservation Easements. As a condition of the transfer of title to the Property to CCSD, Conservancy and CCSD shall execute Deeds of Conservation Easement in substantially the form attached hereto as Exhibit C (the "Conservation Easements") and the Baseline Documentation (as defined in the Conservation Easements). The Conservation Easements shall be recorded on title to the Property immediately following recordation of the Grant Deed.

10. CCSD Approval of Acquisition Transactions. At least thirty (30) days prior to the date set for Close of Escrow for the Acquisition Transactions, CCSD shall deliver to Conservancy CCSD's written approval or disapproval of Conservancy's acquisition of the Property.

11. Conditions to Close of Escrow.

a. Condition to CCSD's Obligation. CCSD's obligation to consummate the transaction contemplated by this Agreement, is subject to the satisfaction or waiver by CCSD of the following conditions on or prior to Close of Escrow:

i. Conservancy's Obligations. Conservancy shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Conservancy.

ii. Conservancy's Representations. All of the representations and warranties made by Conservancy to CCSD in this Agreement shall be true and correct as of Close of Escrow.

iii. Marketable Title. The willingness of Escrow Holder to issue ALTA owner's standard coverage title policy in accordance with Section 5.b., above.

iv. Conservancy's Acquisition of Property. Conservancy shall have acquired fee title to the Property by closing the Acquisition Transactions.

b. Conditions to Conservancy's Obligations. Conservancy's obligation to consummate the transaction contemplated by this Agreement, is subject to the satisfaction or waiver by Conservancy of the following conditions on or prior to Close of Escrow:

i. CCSD's Obligations. CCSD shall have timely performed all of the obligations required by the terms of this Agreement to be performed by CCSD.

ii. CCSD's Representations. All of the representations and warranties made by CCSD to Conservancy in this Agreement shall be true and correct as of Close of Escrow.

iii. Marketable Title. The willingness of Escrow Holder to issue ALTA owner's standard coverage title policy in accordance with Section 5.b., above. This condition is applicable only if CCSD elects to purchase title insurance.

iv. SCC Approval. The State Coastal Conservancy ("SCC") shall have approved the Acquisition Transactions in a form satisfactory to Conservancy.

v. Conservancy's Acquisition of Property. Conservancy shall have acquired fee title to the Property by closing the Acquisition Transactions.

c. Failure of Conditions. Both CCSD and Conservancy agree to use good faith, reasonable efforts to satisfy each of the foregoing conditions in this Section. If a condition for the benefit of either CCSD or Conservancy is not satisfied by the Close of Escrow (as it may be extended), then the party which was to be benefited by the condition may elect to (a) terminate this Agreement or (b) waive the condition.

12. Closing of Escrow.

a. Closing Date. The escrow shall close (the "Close of Escrow") immediately after and on the same date as the close of escrow for the Acquisition Transactions (the "Closing Date"). In the event that the closing date for the Acquisition Transactions is extended, then the Closing Date for this transaction shall be automatically extended to the same date. The Closing Date may otherwise be extended by the mutual written agreement of Conservancy and CCSD.

b. Deposits by Conservancy. At least one (1) business day prior to the Closing Date, Conservancy shall deposit or cause to be deposited with Escrow Holder fully executed and, where required in recordable form, the following:

- i. The Grant Deed;
- ii. The Conservation Easements;
- iii. The Baseline Documentation;

i. All funds necessary to pay costs and expenses for which Conservancy is responsible under this Agreement; and

ii. Such other documents as are reasonably required to carry out the intent of the parties pursuant to this Agreement.

c. Deposits by CCSD. At least one (1) business day prior to the Closing Date, CCSD shall deposit or cause to be deposited with Escrow Holder fully executed and, where required in recordable form, the following:

- i. The Certificate of Acceptance attached to the Grant Deed;
- ii. The Conservation Easements;
- iii. The Baseline Documentation;

iv. All funds necessary to pay costs and expenses for which CCSD is responsible under this Agreement; and

v. Such other documents as are reasonably required to carry out the intent of the parties pursuant to this Agreement.

d. Closing Costs and Prorations. Upon Close of Escrow, CCSD shall pay the costs of the title insurance policy required by this Agreement (if CCSD elects to purchase title insurance), as well as all recording fees and transfer taxes. CCSD and Conservancy shall split equally, on a 50/50 basis, Escrow Holder's fees and any other expenses of Escrow Holder. Real Property taxes and assessments applicable to the Property shall be pro-rated between Conservancy and CCSD as of the Closing Date.

e. Disbursements and Other Actions by Escrow Holder. Upon Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner indicated:

i. Recording. Cause the Grant Deed, including the Certificate of Acceptance, to be recorded in the Official Records of San Luis Obispo County, immediately followed by recordation of the Conservation Easements.

ii. Documents to CCSD. Deliver to CCSD an original of the recorded Grant Deed, a copy of the recorded Conservation Easements, and an original of the executed Baseline Documentation (unless the executed Baseline Documentation is exchanged outside of Escrow).

iii. Documents to Conservancy. Deliver to Conservancy a copy of the recorded Grant Deed, an original of the recorded Conservation Easements, and an original of the executed Baseline Documentation (unless the executed Baseline Documentation is exchanged outside of Escrow).

iv. Title Policy. If CCSD has elected to purchase title insurance, issue to CCSD a standard owner's ALTA title policy in accordance with Section 5.b. of this Agreement.

13. General Provisions.

a. Termination of Agreement. In the event that this Agreement is terminated prior to the Close of Escrow, the parties shall pay all charges of the Escrow Holder in the manner set forth in Section 12.d. Any money deposited by a party with Escrow Holder in connection with this transaction shall be returned to that party, less any deductions authorized by this Agreement; and the parties shall be relieved of all further obligations and liabilities to each other under this Agreement except as otherwise provided herein.

b. Assignment; Binding on Successors. This Agreement may not be assigned by Conservancy or CCSD without the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing sentence, this Agreement shall be binding on, and inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns.

c. Time of Essence. Time is of the essence in this Agreement.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action to enforce or interpret the provisions of this Agreement may be commenced only in the Superior Court for the County of San Luis Obispo, State of California.

e. Notices. Any notice, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered, mailed, or sent by email or facsimile transmission in the manner provided in this paragraph, to the following persons:

If to Conservancy:	The Land Conservancy of San Luis Obispo County Attn: Kaila Dettman P.O. Box 12206 San Luis Obispo, CA 93406 Fax: (805) 544-5122 Email: kailad@lcslo.com
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With a Copy to: Douglas Crapo
Diehl & Rodewald
1043 Pacific Street
San Luis Obispo, CA 93401
Fax: (805) 541-6870
Email: dcc@dr-slo.com

If to CCSD: Cambria Community Services District
Attn: John F. Weigold, IV
1316 Tamson Drive, Suite 201
Cambria, CA 93428
Fax: (805) 927-5584
Email: jweigold@cambriacsd.org

With a Copy to: Timothy Carmel
Carmel & Naccasha
1410 Marsh Street
San Luis Obispo, CA 93401
Fax: (805) 546-8015
Email: tcarmel@carlaw.com

If to Escrow Holder: Lisa Bertrand
First American Title Company
899 Pacific Street
San Luis Obispo, CA 93401
Fax: (805) 786-2038
Email: lbertrand@firstam.com

Any party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph. If sent by mail, any notice, delivery, or other communication shall be effective on the date it is deposited with a reputable overnight courier such as FedEx or UPS or with the United States mail, duly certified, with postage prepaid, and addressed as set forth above. Notices sent by email or facsimile transmission shall be effective on the date they are sent. Facsimile machines used for fax notice must generate a "Transmission Record" stating the telephone number of the receiving fax, number of pages sent out, date and time of transmission and indication of any transmission errors. Email transmission will be deemed effective if the email is properly addressed and the sender does not receive a delivery failure notice.

f. Days. The term "days" when used in this Agreement means calendar days unless otherwise specified. If the last day on which to perform an action pursuant to this Agreement falls on a Saturday, Sunday, United States federal holiday or other day on which Escrow Holder is not open for business, then the time in which to perform such action shall be extended until the end of the next day that is not a Saturday, Sunday, United States federal holiday or other day on which Escrow Holder is not open for business.

g. Entire Agreement. This Agreement, including the foregoing recitals and the attached exhibits, constitute the entire agreement between the parties relating to the donation of the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the party to be bound thereby.

h. Attorneys' Fees. If any action, proceeding, or arbitration arising out of or relating to this Agreement is commenced by either party to this Agreement or by the Escrow Holder, then as between the parties, the prevailing party shall be entitled to receive from the non-prevailing parties, in addition to any other

relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action, proceeding, or arbitration by the prevailing party.

i. Headings. The headings of the articles and paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

j. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

k. Negotiation of Agreement Language. Both parties have actively negotiated the language of this Agreement through their attorneys. This Agreement shall be interpreted according to its plain meaning and not for or against another party on the basis of California Civil Code Section 1654.

l. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same agreement. This Agreement may be executed by a party's signature transmitted by facsimile ("fax") or by electronic mail in portable document format ("pdf"), and copies of this Agreement executed and delivered by means of faxed or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed or pdf signatures as if such signatures were originals. Any party executing and delivering this Agreement by fax or pdf shall promptly thereafter deliver a counterpart of this Agreement containing said party's original signature.

m. No Broker's Commission. Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated hereby. In the event any person asserts a claim for a broker's commission or finder's fee, the party on account of whose conduct or actions the claim is asserted will indemnify, defend and hold the other party harmless from said claim. This Section shall survive the Close of Escrow or any earlier termination of this Agreement.

n. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last written below.

CONSERVANCY:

THE LAND CONSERVANCY OF SAN LUIS
OBISPO COUNTY, a California nonprofit
corporation

By: _____
Kaila Adriane Dettman Hooker,
Executive Director

CCSD:

CAMBRIA COMMUNITY SERVICES DISTRICT,
a Special District

By: _____
John F. Weigold, IV,
General Manager

List of Exhibits

Exhibit A	Legal Description of Property
Exhibit B	Grant Deed
Exhibit C	Conservation Easements

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Real property in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

CAMBRIA PINES MANOR NO. 1, LOTS 44, 45, AND 46, BLOCK 5 IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF RECORDED JULY 6, 1929
IN [BOOK 5 PAGE 8](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
APN: 023-202-019

LOTS 22 AND 23 OF BLOCK 37 OF CAMBRIA PINES MANOR, UNIT NO. 3, ACCORDING TO THE MAP THEREOF FILED IN THE RECORDER'S OFFICE OF SAN LUIS OBISPO COUNTY, STATE OF CALIFORNIA, IN [BOOK 5, PAGE 12](#) OF MAPS.
APN: 023-353-007

EXHIBIT B
GRANT DEED

EXHIBIT C

CONSERVATION EASEMENTS

Recording requested by
Cambria Community Services District
and when recorded, return to
and unless otherwise shown
below, mail tax statements to:

John F. Weigold, IV, General Manager
Cambria Community Services District
1316 Tamson Drive, Suite 201
Cambria, CA 93428

GRANT DEED

The undersigned declares: Documentary transfer is \$ -0-. This is a bona fide gift and the grantor received nothing in return R&T 11911.

Douglas Crapo, Attorney

THE LAND CONSERVANCY OF SAN LUIS OBISPO COUNTY, a California nonprofit corporation, grant to the CAMBRIA COMMUNITY SERVICES DISTRICT, a special district, all that property situated in the unincorporated area of the County of San Luis Obispo, State of California, described as follows:

EXHIBIT "A" attached hereto and hereby incorporated

SUBJECT TO liens, easements, assessments, offers to dedicate, covenants, conditions and restrictions of record.

Witness my hand this _____ day of _____, 20__.

THE LAND CONSERVANCY OF SAN LUIS OBISPO COUNTY

By _____
_____, President

By _____
Kaila Adriane Dettman Hooker, Secretary

EXHIBIT "A"

The unimproved real property in the unincorporated area of the County of San Luis Obispo, State of California, more particularly described as follows:

CERTIFICATE OF ACCEPTANCE

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property conveyed by the foregoing Grant Deed from The Land Conservancy of San Luis Obispo County, a California nonprofit corporation, to Cambria Community Services District, a special district, is accepted by the undersigned General Manager on behalf of the Board of Directors of the Cambria Community Services District pursuant to authority conferred by Resolution No. 34-2019, adopted September 12, 2019 and Resolution No. 36-2019, adopted September 19, 2019, and the grantee consents to the recording of the Grant Deed by its duly authorized officer.

I have executed this certificate of acceptance on _____.

John F. Weigold, IV, General Manager
Cambria Community Services District

APPROVED AS TO FORM AND LEGALITY:

Timothy Carmel, District Counsel
Cambria Community Services District

Recording requested by
Cambria Community Services District
and when recorded, return to
and unless otherwise shown
below, mail tax statements to:

John F. Weigold, IV, General Manager
Cambria Community Services District
1316 Tamson Drive, Suite 201
Cambria, CA 93428

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this ___ day of _____, 20__ by the Cambria Community Services District, a special district, having an address at 1316 Tamson Drive, Suite 201, Cambria, CA 93428 ("Grantor"), in favor of the Land Conservancy of San Luis Obispo, a non-profit California corporation qualified to do business in California, having an address at 1137 Pacific Street, San Luis Obispo, CA 93401 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owners in fee simple of certain real property in San Luis Obispo County, California, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the State Coastal Conservancy (the "Conservancy") provided funds to the Grantee under Division 21 of the California Public Resources Code for grants to nonprofit organizations for the acquisition of real property; and under unrecorded Grant Agreement No. 07-106, as amended ("the grant agreement"), for the purpose of establishing a revolving acquisition fund ("the revolving fund") and implementing the Cambria/Lodge Hill Restoration Plan ("the Restoration Plan"). Specifically, the Conservancy provided funds from the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Act of 2002 (Proposition 40; Public Resources Code §§5096.600, et seq., hereafter "the bond act"), adopted by the voters of California on March 5, 2002, which authorizes the acquisition of land and water resources in accordance with the provisions of the Conservancy's enabling legislation, Division 21 of the Public Resources Code, including the development of public access to and along the coast; and

WHEREAS, the Property was acquired using funds provided by the Conservancy for the revolving fund and in furtherance of the Restoration Plan to protect natural resource values on the Property and to prevent development inconsistent with the protection of those natural resources; and

WHEREAS, Grantor intends to protect the natural resource values of the Property; and

WHEREAS, the Property possesses natural, scenic, and open space values (collectively, "Conservation Values") of great importance to Grantor, the people of San Luis Obispo County, and the people of the State of California; and

WHEREAS, the Property has Conservation Values that both Grantor and Grantee desire to protect for the public benefit, in particular the Monterey Pine forest (*Pinus radiata*) and its associated coast live oak woodland (*Quercus agrifolia*) and understory species; and

WHEREAS, specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, dated _____, on file at the offices of Grantor and Grantee ("Baseline Documentation"), which consists of photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by limiting the use of the Property to the enjoyment of its open space values and to passive recreational uses that include public access for sightseeing, walking, and similar activities; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS, Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, forested, and/or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of California and in particular Sections 815 and 816 of the Civil Code - Conservation Easements, Grantor hereby voluntarily grants and conveys to the Grantee a Conservation Easement ("Easement") in gross and in perpetuity as a servitude running with the land over the Property described in Exhibit A.

1. **Purpose.** It is the purpose of this Easement to assure that the Property, subject to the limitations described herein, will be retained forever in its scenic and open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property for this purpose, including, without limitation, use of the Property for public access for sightseeing and passive recreation that are consistent with the protection of the Conservation Values .

2. **Rights of Grantee.** To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

- (a) To preserve and protect the Conservation Values of the Property.
- (b) To enter upon the Property at reasonable times in order to monitor Grantor's and Grantor's successors and assignees compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor. Grantee shall undertake regular monitoring of the Property in accordance with the monitoring protocol attached hereto as Exhibit B, and incorporated herein by this reference.
- (c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 5.
- (d) To place signs upon the Property which indicate protected status by virtue of this Easement or which acknowledge the Conservancy's contribution to the protection of the Property.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following uses are expressly prohibited

- (a) No development shall occur or be allowed on the Property. For the purposes of this Easement, "development" is defined as the placement or erection of any structure; grading, removing, dredging, mining, or extraction of any materials; and construction of any facility of any private, public, or municipal agency. The term "structure" includes, but is not limited to, any building, fence, sign (except for a sign expressly permitted by paragraph 2, above, or paragraph 4, below), road, pipe, flume, conduit, siphon, aqueduct, telephone line, and electrical power and distribution line.
- (b) Cutting or removal of native trees, shrubs, or other vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, and similar protective measures.
- (c) The purposeful introduction of any non-native species or vegetation.
- (d) Coverage of land by asphalt, concrete, or other material that does not constitute a natural cover for the land.

- (e) Transfer or subdivision of any portion of the Property, unless such transfer or subdivision is approved by Grantee and the Conservancy consistent with the purposes of this Easement.

4. **Reserved Rights.** Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their 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. Subject to applicable governmental regulatory requirements, the following uses are expressly permitted.

- (a) The removal of hazardous substances or conditions or non-native or diseased plants or diseased or physically hazardous trees in a manner which does not significantly impair or interfere with the Conservation Values.
- (b) The removal of understory vegetation (i.e., dry brush) which constitutes a fire hazard to residential use of neighboring parcels, and which vegetation lies within 100 feet of existing or permitted residential development, in a manner which does not significantly impair or interfere with the Conservation Values.
- (c) The removal of non-native vegetation for the purpose of compliance with an applicable local or state weed abatement law or regulation, to be performed in a manner which does not significantly impair or interfere with the Conservation Values.
- (d) The installation or repair of underground utility lines, provided that no trees be removed and no landform modifications occur.
- (e) The posting of signs to prevent trespass of no greater than the minimum size specified by law; or to indicate the Property's protected status or to acknowledge the Conservancy's contribution to the protection of the Property, the placement and size of which do not materially impair the Conservation Values.
- (f) The merging of lots.
- (g) The restoration of natural resources, construction and maintenance of dirt trails for the purpose of sight seeing and passive recreation with prior written approval of the Grantee.

5. **Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of Property so injured. If Grantor fails to cure the violation within a thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period, or fails to continue

diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require restoration of Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee shall apply any damages recovered to the cost of undertaking the needed corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

5.1 **Costs of Enforcement.** Any costs incurred by Grantee in successfully enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

5.2 **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

5.3 **Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.

5.4 **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury resulting from such causes.

6. **Access.** The general public may have access to all or a portion of the Property, consistent with Grantor's reasonable regulation concerning said access and permitted uses and provided that such use is consistent with the purpose of this Easement.

7. **Costs and Liabilities.** Grantor retains all responsibility and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance program. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

7.1 **Taxes.** Grantor shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee, at its sole discretion, may assist the Grantor with payment of Taxes as funds are available.

7.2 **Hold Harmless.** Both parties hereto agree to hold harmless, indemnify and defend the other, its members, employees, agents, directors, officers, contractors and their heirs, personal representatives, successors and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or death of any person, or (2) physical damage to any property caused by the act or omission of that party. Both parties hereto further agree to hold harmless, indemnify and defend the Conservancy, its employees, agents, directors, officers, and contractors and their representatives, successors and assigns (collectively, "the Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, except for those arising from the negligence or willful acts of the Indemnified Parties.

8. **Monitoring by Grantee.** For the express and sole benefit of Grantee and the Conservancy, Grantee shall regularly monitor the condition of the Property and the uses and practices on the Property to determine consistency with the purpose and terms of the Easement as provided for in paragraph 2 and as described in the Easement Monitoring Protocols attached as Exhibit B.

9. **Condemnation.** If the Property, or any portion of it, is under threat of condemnation or has been condemned, the Grantor shall promptly notify the Grantee and the Conservancy in writing, shall assert any applicable presumption regarding the use of the Property as restricted by paragraph 1, above, as the highest and best use under Public Resources Code §5542.5(a), Code of Civil Procedure §1240.680 or any successor or subsequent legislation, and shall use its best efforts to obtain the maximum compensation possible. Upon receiving condemnation proceeds, the Grantor shall promptly pay to the Grantee the total amount of the condemnation proceeds, after deducting the Grantor's reasonable costs of maintaining and operating the Property and of defending against the condemnation. Grantee shall deposit any condemnation proceeds it receives to the revolving fund or, if the revolving fund is terminated, provide the condemnation

proceeds to the Conservancy. Condemnation means a permanent taking through the exercise of any government power (by legal proceedings or otherwise) by any party having the right of eminent domain (“condemnor”); or through a voluntary sale or transfer by the Grantor to any condemnor, either under threat of exercise of eminent domain by a condemnor or while legal proceedings for eminent domain are pending.

10. **Assignment, Amendment or Transfer of Easement.** This Easement may not be amended, transferred, assigned, or used as security for any debt without the written approval of the Conservancy, acting through its Executive Officer. Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under state statute (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the transferee continue to carry out and observe the responsibilities imposed on Grantee under the easement monitoring protocols (Exhibit B) and other requirements of this Easement, to protect the Property’s Conservation Values. The Grantor shall also approve any such transfer. This approval shall not be unreasonably withheld.

11. **Subsequent Transfers of Property.** Grantor may transfer all or a portion of the Property only with prior written authorization from the Grantee and the Conservancy. If such authorization is granted, Grantor further agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of Property, including, without limitation, a leasehold interest. Any proceeds from an authorized transfer by Grantor shall be immediately forwarded to Grantee to be used in the monitoring, management and enforcement of this Easement or for the acquisition of additional properties to be protected by means of similar easements. The failure of Grantor to perform any act required by this paragraph shall constitute a breach of this Easement for which the Grantee shall have recourse to all remedies available by law, and shall not impair the validity of this Easement or limit its enforceability in any way.

12. **Executory Interest.** Upon a finding by the Conservancy at a noticed public hearing, following written notice to the Grantee and the Grantor and a reasonable opportunity to cure, that any of the essential terms of this Easement have been violated; or that the existence of Grantee has terminated for any reason prior to an assignment of Grantee’s interest in the Easement in compliance with this Easement; or that Grantee ceases to be a qualified organization under Section 170(h) of the Internal Revenue Code, as amended, or to be authorized to acquire and hold conservation easements under California law; or that the Property is under threat of condemnation or condemnation proceedings have been initiated; then Grantee’s right, title, and interest in this Easement shall automatically vest in the State of California for the benefit of the Conservancy or its successor, upon acceptance of the Easement and compliance with any legal requirements related to acceptance; provided, however that the State, through the Executive Officer of the Conservancy, or its successor, may designate another public agency or a nonprofit organization to accept the right, title and interest, in which case vesting shall be in that agency or

organization rather than in the State. For purposes of this paragraph the “essential terms of this Easement” are those set forth in paragraphs 1, 3, and 7 through 11, above.

13. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

14. **Notices.** Any notice, demand, request, consent, approval, or communication that either party or the Conservancy desires or is required to give to the others shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Cambria Community Services District
1316 Tamson Drive
Cambria, CA 93428

To Grantee: The Land Conservancy of San Luis Obispo County
P.O. Box 12206
San Luis Obispo, CA 93406

To Conservancy: State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612

or to such other address as either party or the Conservancy may from time to time designate by written notice to the others.

15. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of San Luis Obispo County, California, and may re-record it at any time as may be required to preserve its rights in this Easement.

16. **General Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of California. Any cause of action shall be filed and heard in the Superior Court of San Luis Obispo County, State of California.

(b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Conservation Act of 1979. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to Easement, all of which are merged herein.

(f) Successors. 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 personal representatives, heirs, successors, and assigns and shall continue as a servitude running perpetually with Property.

(g) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(h) Counterparts. The parties may execute this instrument in two or more counterparts, which 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. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

[Signatures appear on following page]

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first written above.

Approved as to form:

Timothy Carmel, District Counsel
Cambria Community Services District

Grantor: _____
John F. Weigold, IV, General Manager
Cambria Community Services District

Grantee: _____
Kaila Adriane Dettman Hooker, Secretary of the Board of Trustees
Land Conservancy of San Luis Obispo County

Conservation Easement
Exhibit A

Exhibit A
Legal Description of Property Subject to Easement

The unimproved real property in the unincorporated area of the County of San Luis Obispo, State of California, more particularly described as follows:

Exhibit B Easement Monitoring Protocol

The following protocols have been developed by the Conservancy in cooperation with the Grantee.

Notice

Prior to any site inspection for monitoring, the Grantee shall provide reasonable advance notice to the Grantor and the Conservancy of the date and time of the inspection.

Conservancy Participation

A representative of the Conservancy may accompany the Grantee on any annual or other site inspection

Minimum Requirements for Periodic Monitoring

Monitoring shall occur no less than once a year and include as a *minimum*:

1. Entry on and visual inspection of the Property, from the ground. Inspection (and documentation) shall be designed to provide as complete an assessment of the Property, its condition and the uses and practices on the Property, as is practicable considering the size of the Property and its topography.
2. Documentation of the conditions on the Property and the condition of the Conservation Values through: photographs or other video technology that can be easily preserved and provided in report form.
3. Evaluation of the condition of the Property and the Conservation Values compared to the condition documented in the Baseline Documentation.
4. Observation and thorough documentation of any significant violation of the provisions of the Easement.

Additional Monitoring

In addition to the periodic monitoring, the Grantee shall undertake additional monitoring activities that are necessary to respond to and document natural catastrophes, any significant easement violations which the Grantee has reason to believe may occur or may have occurred, or any other unscheduled, unanticipated events which significantly affect the Easement.

Conservation Easement
Exhibit B

Monitoring Report to the Conservancy

A brief written report summarizing observations, analysis, and conclusions and with appropriate documentation shall be prepared by the Grantee within 45 days of any on-site inspection or monitoring activity. Any significant variation (improvement, deterioration or otherwise) in the condition of the Property or of the Conservation Values from the conditions identified in the Baseline Documentation should be summarized and documented. The report shall also include a description of action, if any, taken or to be taken by the Grantee based on the results of the monitoring. On completion, the report shall be provided by the Grantee to the Conservancy and the Grantor.

Non-interference

Grantee's monitoring activities shall be conducted in a reasonable manner that does not unduly interfere with the Grantor's permitted uses of the Property.