

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101

**REAL PROPERTY DONATION AGREEMENT,
GRANT OF RIGHT OF IMMEDIATE POSSESSION,
AND ESCROW INSTRUCTIONS
(Permanent Easement)**

THIS CONTRACT is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the SANTA YNEZ BAND OF MISSION INDIANS, a federally-recognized sovereign Indian tribe, hereinafter referred to as "OWNER," with reference to the following:

WHEREAS, OWNER is the owner of that certain real property in the unincorporated area of the County of Santa Barbara, State of California, located south of Highway 246 and east of Tyndall Road, portions of County Assessor's Parcel Nos. 143-252-001 and 143-252-002 hereinafter referred to as "Property"; and

WHEREAS, John L. Wallace & Associates has designed the plans and specifications to realign a portion of Sanja Cota Road and to construct new roadway improvements and bridge, and related public improvements (hereinafter "Improvements") on a portion of the Property in connection with the proposed Sanja Cota Roadway Improvement Project (Project Number 720637), hereinafter referred to as "Project"; and

WHEREAS, in connection with the Project COUNTY desires to obtain a permanent easement for the present and future construction, reconstruction, use operation, repair, and maintenance of Improvements and OWNER is willing to donate such easement; and

WHEREAS, OWNER has agreed to construct the Improvements according to County approved plans and specifications and to maintain the Improvements according to the maintenance agreement between OWNER and COUNTY covering Sanja Cota Road improvements.

NOW, THEREFORE, in consideration of which, and the other considerations hereinafter set forth, it is mutually agreed and understood as follows:

1. TRUTH OF RECITALS:

The above recitals are true and correct.

2. DONATION OF EASEMENT AND RIGHT OF IMMEDIATE POSSESSION - NO CASH PAYMENT TO OWNER:

A. OWNER hereby agrees to donate to COUNTY a right of way and a permanent right of way easement for the Improvements, uses and purposes in, on, over, under, along, and across the Property. The permanent easement is more particularly described on Exhibits "A" and "B" attached hereto and incorporated herein by this reference hereinafter "Easement". It is agreed that the Easement is being donated to the COUNTY by the undersigned OWNER and that such donation is irrevocable.

B. OWNER also hereby agrees to grant to COUNTY, its authorized agents, contractors, and employees the right to immediate possession and use (hereinafter the "Immediate Possession") upon execution of this Contract. This Immediate Possession includes the right to enter upon and move county workers, equipment, and materials in, on, over, under, along, and across the Easement, including the right to enter other portions of the Property to reconnect, remove or relocate OWNER'S improvements and public utilities serving OWNER'S Property which may be necessary because of said Project. The purpose of the Immediate Possession is to facilitate the construction of the Improvements. OWNER acknowledges and agrees that OWNER may act as COUNTY'S agent in performing all preconstruction and construction work on the Easement and around the Easement area. OWNER therefore agrees that the right to Immediate Possession shall extend to OWNER for such purposes.

C. The OWNER shall construct a new roadway and bridge and related public improvements pursuant to County specifications. OWNER shall not commence any work on the Easement until authority to perform such specific work has been granted by COUNTY through the Public Works Department in writing and all such work conforms to County plans and specifications. COUNTY reserves the right to make changes, alterations, deletions, and substitutions to the plans, if required, during the Project and consistent with the intent of the Project.

D. The acceptance of the Easement by the County Board of Supervisors for the Project is an express condition precedent to COUNTY'S duty to perform all further obligations under this Contract.

E. At least one (1) day prior to the close of escrow, the OWNER shall deposit with the Escrow Officer all fees, costs, and expenses pertaining to this real property transfer.

3. OWNER'S WAIVER OF RIGHTS:

OWNER, HAS BEEN INFORMED OF THE RIGHT TO SEEK COMPENSATION FOR THE EASEMENT DONATED AND HEREBY WAIVES SUCH RIGHT. THE OWNER'S DONATION OF SAID EASEMENT IS VOLUNTARY AND OWNER HAS BEEN ADVISED OF ITS RIGHTS UNDER THE STATE AND FEDERAL UNIFORM RELOCATION ACTS AND OF THEIR POSSIBLE RIGHT TO COMPENSATION, RELOCATION ASSISTANCE BENEFITS, AND OF THEIR RIGHT TO RECEIVE AN APPRAISAL REPORT OF THE MARKET VALUE OF SAID

EASEMENT. OWNER HEREBY WAIVES ALL RIGHTS TO RELOCATION BENEFITS AND DAMAGES, INCLUDING PRECONDEMNATION AND CONDEMNATION DAMAGES AND ANY OTHER RIGHTS OR CAUSES OF ACTION RELATED TO THIS CONTRACT AND TO COUNTY'S ACCEPTANCE OF AN USE OF THE EASEMENT. OWNER IS HEREBY ADVISED TO SEEK COUNSEL FROM A TAX PROFESSIONAL IN THE EVENT OWNER REQUIRES FURTHER INFORMATION ON THE IMPACT THIS DONATION MAY HAVE ON ITS TAX STATUS.

4. CONDITIONS PRECEDENT:

In addition to other conditions included herein, the following are express conditions precedent to COUNTY'S duty to accept the Easement:

A. COUNTY'S acceptance of environmental conditions of the Easement as described in a Phase I report to be prepared by a consultant at the direction of COUNTY and paid for by OWNER and as described in Section 7 of this Contract.

B. COUNTY'S acceptance or waiver of a title insurance policy and the exceptions listed on such policy, as set forth in Section 5 of this Contract.

C. COUNTY'S acceptance of subordination agreements from any holders of liens or property interests concerning the Easement Property as determined necessary by COUNTY.

D. In the event that any of these conditions precedent are not satisfied prior to December 31, 2003, COUNTY may terminate this Contract with no further obligations or liability.

5. ESCROW AND FEES:

A. Escrow shall be opened at First American Title Company. This Contract shall become a part of the Escrow and shall constitute the basic instructions of COUNTY and OWNER to the Escrow Officer. However, COUNTY and OWNER agree to execute such additional instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this Contract. On behalf the COUNTY, the COUNTY Director of Public Works, or designee, shall execute the necessary escrow instructions and/or additional instructions as may be required to complete the closing of this real property transaction. In case of conflict between this Contract and any additional instructions, the terms of this Contract shall govern.

COUNTY shall open escrow and deliver this signed Contract to the Escrow Officer within thirty (30) days of execution hereof by COUNTY. The date of closing shall be on or before forty-five (45) days from the date of opening escrow, or on such other date as the parties hereto shall mutually agree in writing. The "close of escrow" is defined as the recordation of the permanent easement deed, which shall vest title to the Easement in COUNTY.

OWNER shall execute in escrow or deliver to the Escrow Officer no later than twenty (20) days following the opening of escrow, the Easement deed in the form of Exhibit "C" attached hereto and incorporated herein by reference.

B. The escrow fees shall be paid as follows:

1. The OWNER shall pay all escrow and recording fees as well as the documentary stamp tax, if any, incurred in the conveyance of the Easement to COUNTY pursuant to the execution of this Contract. If a policy of title insurance is desired by OWNER or COUNTY, all charges related thereto shall be paid by the OWNER. Said escrow and recording charges shall include any partial reconveyance and subordination fees as may be required; and

2. The OWNER shall pay all escrow fees and costs in the event that this escrow is canceled by the OWNER prior to the conveyance of the Easement to COUNTY.

C. The Escrow Officer shall be obligated as follows:

1. To release to COUNTY certified copies of the deed, as executed by OWNER, prior to the close of escrow in order to receive "acceptance" by COUNTY'S Board of Supervisors of the subject easement area; and

2. To obtain subordination agreements from any holders of liens against Property; and

3. To record the executed Easement deed in the form attached hereto as Exhibit "C" with the Santa Barbara County Recorder's Office.

6. TITLE AND DEED:

Title is to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) known to OWNER, except:

A. Covenants, conditions, restrictions, and reservations of record approved in writing by COUNTY; and

B. Easements or rights of way over the Property for public or quasi-public utility or right of way purposes, if any, approved by COUNTY; and

C. Exception Nos.1 through 11 (inclusive) contained in Preliminary Title Report No. S.B.-130325 dated as of March 21, 2002, issued by First American Title Company.

OWNER shall hold COUNTY harmless and reimburse COUNTY for any and all of COUNTY'S losses and expenses occasioned by reason of any easements, contacts, leases, or permits encumbering said Property which have not been approved by COUNTY.

COUNTY shall have the right to review the Preliminary Title Report and approve or disapprove in writing those items disclosed in the Preliminary Title Report to the close of escrow. OWNER shall have thirty (30) days from receipt of notice of disapproval to correct the condition(s) that adversely affect said Property as determined by COUNTY in its discretion. COUNTY may terminate this Contract or request OWNER, at OWNER'S expense, to correct the condition(s) affected thereby to the satisfaction of the COUNTY. Failure to so correct shall be grounds for termination of this Contract by COUNTY.

Escrow shall be automatically extended for thirty (30) days where there is a need for OWNER to correct an adverse condition unless OWNER refuses to correct such condition or unless correction requires more than thirty (30) days in which case escrow shall be extended to the date of refusal or date of correction respectively.

7. OWNER'S OBLIGATIONS:

The OWNER shall be obligated to remove any and all personal property within the easement area prior to the start of any construction of the Project by COUNTY.

8. ENVIRONMENTAL SITE ASSESSMENT:

The COUNTY shall have the right to enter the Property to conduct an Environmental Site Assessment (hereinafter "ESA") and related testing of the easement area upon execution of this Contract by both parties. In the event the COUNTY elects to conduct such testing, approval of the ESA by the County of Santa Barbara Director of Public Works, or designee, is an express condition precedent to COUNTY'S acceptance of the Easement Areas. For purposes of this Contract, the ESA shall be deemed to include the information disclosed by OWNER pursuant to Section 8, herein below. If the ESA identifies a potential liability, OWNER and COUNTY agree that the escrow process shall be extended at least sixty (60) days in order for OWNER to resolve the potential liability. In the event that such potential liability is not cured by OWNER to the satisfaction of County to within such sixty (60) day period, COUNTY in its discretion may terminate this Contract with no further liability.

9. GOOD FAITH DISCLOSURE BY OWNER:

OWNER shall make a good faith disclosure to COUNTY of any and all facts, findings, or information known by OWNER about the easement area, including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning report; environmentally hazardous material such as asbestos, dioxins, oils, PCB's, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination. Any and all facts or information known by OWNER concerning the condition of the Easement Areas shall be delivered to COUNTY no later than thirty (30) days following COUNTY'S execution of this Contract.

If such facts or information provided by OWNER disclose conditions that adversely affect the continued or contemplated use of the easement area and that COUNTY reasonably deems unacceptable or if COUNTY otherwise discovers such facts or information through tests and/or surveys conducted pursuant to COUNTY'S authority, as hereinabove provided, which disclose such conditions, and OWNER is unwilling or unable to correct such conditions to the reasonable satisfaction of COUNTY or any governmental body having jurisdiction thereover, then COUNTY may at its sole option, terminate this Contract. Within fifteen (15) business days of actual receipt of said disclosure information, COUNTY shall notify OWNER of the conditions it deems unacceptable and the corrections desired and request OWNER, at OWNER'S expense, to correct the condition(s) affected thereby to the reasonable satisfaction of COUNTY. Failure to so correct shall be grounds for termination of this Contract by COUNTY.

Upon the close of escrow, copies of any and all documents and/or information relating to the easement area, to the extent they exist and are in OWNER'S custody, shall be delivered by OWNER to COUNTY.

10. TERMINATION:

COUNTY shall have the right to terminate this Contract at any time prior to the close of escrow. OWNER shall have the right to terminate this Contract only following COUNTY'S failure to cure a material breach following ten(10) days written notice.

11. WAIVER:

No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions of this Contract, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12. SECURITY INTEREST:

To the extent applicable, Escrow Officer shall obtain any and all executed full reconveyances, partial reconveyances, subordinations and/or releases of liens that may have been given on said Property covered by deeds of trust. OWNERS shall cooperate with Escrow Officer in obtaining subordination agreements from any and all creditors holding liens against said Property.

13. INDEMNIFICATION:

OWNER shall defend, indemnify, save, and hold harmless COUNTY, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds with regard to this Contract. In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted thereby. This indemnity shall survive

the transfer of the Easement Area to COUNTY.

14. ENTIRE CONTRACT:

This Contract together with the Cooperative Agreement for Roadway Improvements at Sanja Cota Road ("Sanja Cota Cooperative Agreement") by and between the OWNER and the COUNTY dated _____ constitute the whole of the agreement between the parties. The performance of this Contract constitutes the entire consideration for the Easement and shall relieve COUNTY of all further obligation or claims on this account. No amendment, supplement, modification, waiver, or termination of this Contract shall be binding unless executed in writing by both parties.

15. CONSTRUCTION:

The parties agree that each party and its respective counsel have reviewed and approved this Contract to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Contract. The terms and provisions of this Contract embody the parties' mutual intent, and this Contract shall not be construed more liberally in favor of, nor more strictly against, any party hereto.

16. SECTION HEADINGS:

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

17. REAL PROPERTY DOCUMENTS:

Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Contract.

18. CONDITIONS ARE COVENANTS:

Each of the conditions to the close of escrow set forth herein shall be deemed to be covenants and the conditions required to be satisfied herein.

19. SUCCESSORS AND ASSIGNS:

This document shall be recorded and the rights under this Contract shall run with the land and extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.

20. CERTIFICATION OF SIGNATORY(IES):

OWNER represents and warrants that it is the owner of the Property or is authorized by the OWNER of the Property to execute this Contract and that no additional signatures are required to carry out the duties contemplated herein.

21. CONTRACT APPROVAL:

This Contract is subject to the approval of the County Board of Supervisors. Execution of this Contract by the chairperson, or designee, of the Board of Supervisors shall evidence said approval by the Board.

22. SURVIVAL OF REPRESENTATIONS:

The representations of each of the parties and their executory covenants shall survive the close of escrow and shall not be merged in the deeds delivered to and accepted by the COUNTY.

23. EXECUTION IN COUNTERPARTS:

The Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

24. FACSIMILE SIGNATURES:

In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile signature, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County of Santa Barbara.

25. SOVEREIGN IMMUNITY:

The parties acknowledge that TRIBE is a federally-recognized Indian tribe and, as such, it possesses sovereign immunity from suit. Nothing in this Contract is or shall be deemed to be a waiver of TRIBE's sovereign immunity from suit, which immunity is expressly asserted, *except* that TRIBE agrees to waive its immunity for the limited and sole purpose of permitting the commencement, maintenance and enforcement of any action brought by COUNTY against TRIBE for purposes of obtaining an injunction to enforce any provision of this Contract, including but not limited to the indemnity provisions or to prevent a breach of this Contract. Except as expressly set forth herein, TRIBE, as a federally recognized Indian tribes, does not waive, limit or modify its sovereign immunity from suit.

26. TIME:

Time is of the essence in this Contract.

27. NO OBLIGATION TO ACCEPT INTO ROADWAY SYSTEM.

Nothing contained herein obligates the COUNTY to accept the Easement into the COUNTY'S maintained road system or to repair or maintain the Improvements.

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Real Property Donation Agreement Contract and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

"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 FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

By: _____
Deputy

APPROVED:

By: _____
John A. Forner
Supervising Risk Analyst

"OWNER"

BY MY SIGNATURE I HEREBY AFFIRM THAT I HAVE READ SECTION 2 ABOVE AND KNOWINGLY WAIVE ANY RIGHTS I MAY HAVE TO THE FOLLOWING; COMPENSATION FOR THE EASEMENT, AND RELOCATION ASSISTANCE AND THAT I HAVE SOUGHT COUNSEL FROM A TAX PROFESSIONAL TO THE EXTENT WHICH I, IN MY SOLE DISCRETION, HAVE FOUND NECESSARY.

SANTA YNEZ BAND OF MISSION INDIANS

By: _____
Vincent Armenta
Chairman

Signature must be notarized.

LEGAL DESCRIPTION OF PERMANENT EASEMENT

Exhibit "B"
MAP DEPICTION OF PERMANENT EASEMENT

Exhibit "C"
EASEMENT DEED

Recording requested by
and to be returned to:
County of Santa Barbara
General Services Department
Facilities Services Division
Courthouse Annex
1100 Anacapa Street
Santa Barbara, CA 93101
Attention: Scott Dickinson

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 143-252-001 (Portion) and
143-252-002 (Portion)

EASEMENT DEED

(Permanent Easement)

The Santa Ynez Band of Mission Indians, a federally-recognized sovereign Indian tribe, owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as Assessor's Parcel Nos. 143-252-001 and 143-252-002, referred to as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors or assigns, as GRANTEE herein, a permanent easement and right of way for the present and future construction, reconstruction, operation, repair, and maintenance of improvements required by GRANTEE for GRANTEE'S operations including, but not limited to, roadway improvements, and related public improvements in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto, as the GRANTEE, or its successors in interest, may from time to time deem necessary to install within the easement, together with the necessary rights of ingress and egress to the easement for the above-referenced purposes, in, on, over, along, under and through that certain land situated in the County of Santa Barbara, State of California, more particularly described on Attachment A attached hereto and incorporated herein by this reference. Construction and maintenance of improvements are the sole responsibility of GRANTOR.

GRANTOR shall defend, indemnify, save, and hold harmless GRANTEE, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including

reasonable attorney fees), and causes of action of all kinds with regard to the known condition of the easement property which is the subject of this deed, especially contamination by harmful, hazardous and/or toxic materials, if any.

In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted by law. This indemnity shall not apply to any contamination which may occur on the easement property as a result of the operations of GRANTEE subsequent to the effective date of this easement.

DATE: _____

"GRANTOR": SANTA YNEZ BAND OF MISSION INDIANS

By: _____
Vincent Armenta
Chairman

ACKNOWLEDGMENT

C.C. 1189

State of California)
)
County of Santa Barbara)

On _____ before me, _____,
personally appeared _____,
personally known to me (or 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.

WITNESS my hand and official seal

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA:

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed (Permanent Easement) dated _____, from SANTA YNEZ BAND OF MISSION INDIANS, 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 _____, 2003

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101

**REAL PROPERTY DONATION AGREEMENT,
GRANT OF RIGHT OF IMMEDIATE POSSESSION,
AND ESCROW INSTRUCTIONS
(Permanent Easement)**

THIS CONTRACT is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and GAINNEY MANAGEMENT, LLC, (a Colorado Limited Liability Company), DANIEL J. GAINNEY, CATHERINE B. GAINNEY, DANIEL H. GAINNEY and JOHN L JERRY as alternate Trustee, appointed by First Trust National Association, formerly known as First Trust Company of St. Paul as Co-Trustees of the DANIEL H. GAINNEY TRUST UNDER AGREEMENT DATED DECEMBER 23, 1971; DANIEL H. GAINNEY, Trustee of the DANIEL H. GAINNEY TRUST DATED March 30, 1998; and DANIEL J. GAINNEY as trustee of the DANIEL J. GAINNEY 1975 TRUST UNDER REVOCABLE DECLARATION OF TRUST DATED MAY 21, 1975, hereinafter referred to as "OWNERS," and the SANTA YNEZ BAND OF CHUMASH INDIANS, hereinafter referred to as "TRIBE," with reference to the following:

WHEREAS, OWNERS are the owners of that certain real property in the unincorporated area of the County of Santa Barbara, State of California, located south of Highway 246 near Tyndall Road, portions of County Assessor's Parcel Nos. 141-450-004, 141-450-003 and 141-440-011. hereinafter referred to as "Property"; and

WHEREAS, TRIBE is a federally-recognized sovereign government; and

WHEREAS, TRIBE, through its agent John L. Wallace & Associates has designed the plans and specifications to realign a portion of Sanja Cota Road and to construct new roadway improvements and related public improvements (hereinafter "Improvements") on a portion of the Property in connection with the proposed Sanja Cota Roadway Realignment Project, hereinafter referred to as "Project"; and

WHEREAS, the Improvements are partially within COUNTY'S jurisdiction; and

WHEREAS, in connection with the Project COUNTY desires to obtain a permanent easement for the present and future construction, reconstruction, operation, repair, and maintenance of Improvements and OWNERS are willing to donate such easement; and

WHEREAS, TRIBE has agreed to construct and maintain the Improvements pursuant to a Cooperative Agreement and a separate maintenance agreement between TRIBE and COUNTY

covering Sanja Cota Road improvements.

NOW, THEREFORE, in consideration of which, and the other considerations hereinafter set forth, it is mutually agreed and understood as follows:

1. **Truth of Recitals:**

The above recitals are true and correct.

2. **DONATION OF EASEMENT AND RIGHT OF IMMEDIATE POSSESSION - NO CASH PAYMENT TO OWNER:**

A. OWNERS hereby agrees to donate to COUNTY a right of way and a permanent easement, for all the Improvements, uses and purposes in, on, over, under, along, and across the Property . The permanent easement is more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein by this reference hereinafter "Easement". Both the COUNTY and the TRIBE represent and warrant that the easements set forth in Exhibits A and B are fully and fairly depicted on the maps delivered to OWNERS on August 8, 2003 and signed by a duly authorized representative of the TRIBE concurrently with OWNERS' execution hereof. It is agreed that the Easement is being donated to the COUNTY by the undersigned OWNERS and that, such donation is irrevocable except upon COUNTY'S failure to abandon all road easements in its favor on the Property on or before December 31,2003, whereupon it is revocable by OWNERS giving written notice of revocation to COUNTY.

B. OWNERS also hereby agree to grant to COUNTY, their authorized agents, contractors, and employees the right to immediate possession and use (hereinafter the "Immediate Possession") upon execution of this Contract. This Immediate Possession includes the right to enter upon and move workers, equipment, and materials in, on, over, under, along, and across the Easement, including the right to enter other portions of the Property to reconnect, remove or relocate OWNERS' improvements and public utilities serving OWNERS' Property which may be necessary because of said Project. The purpose of the Immediate Possession is to facilitate the construction of the Improvements. OWNERS acknowledge and agree that TRIBE may act as COUNTY'S agent in performing all pre-construction and construction work on the "Easement" and around the Easement area. OWNERS therefore agree that the right to Immediate Possession shall extend to TRIBE for such purposes.

C. TRIBE hereby agrees to construct a new roadway and related public improvements pursuant to County specifications. TRIBE shall not commence any work on the Easement until authority to perform such specific work has been granted by COUNTY in writing and all such work conforms to County plans and specifications. COUNTY reserves the right to make changes, alterations, deletions, and substitutions to the plans, if required, during the Project and consistent with the intent of the Project.

D. The acceptance of the Easement by the County Board of Supervisors for the Project is an express condition precedent to COUNTY'S duty to perform.

E. At least one (1) day prior to the close of escrow, TRIBE agrees to deposit with the

Escrow Officer all fees, costs and expenses pertaining to this real property transfer.

F. OWNERS reserve all rights to enter the roadway constructed or existing on the Easement at any place consistent with all applicable rules and regulations.

3. OWNERS' WAIVER OF RIGHTS: OWNERS HAVE BEEN INFORMED OF THE RIGHT TO SEEK COMPENSATION FOR THE EASEMENT DONATED AND HEREBY WAIVE SUCH RIGHT. THE OWNERS' DONATION OF SAID EASEMENT IS VOLUNTARY AND OWNERS HAVE BEEN ADVISED OF THEIR RIGHTS UNDER THE STATE AND FEDERAL UNIFORM ACTS AND OF THEIR POSSIBLE RIGHT TO COMPENSATION, RELOCATION ASSISTANCE BENEFITS, AND OF THEIR RIGHT TO RECEIVE AN APPRAISAL REPORT OF THE MARKET VALUE OF SAID EASEMENT. OWNERS HEREBY WAIVE ALL RIGHTS TO RELOCATION BENEFITS AND DAMAGES, INCLUDING PRECONDEMNATION AND CONDEMNATION DAMAGES AND ANY OTHER RIGHTS OR CAUSES OF ACTION RELATED TO COUNTY'S ACCEPTANCE OF AND USE OF THE EASEMENT. OWNERS ARE HEREBY ADVISED TO SEEK COUNSEL FROM A TAX PROFESSIONAL IN THE EVENT OWNER REQUIRES FURTHER INFORMATION ON THE IMPACT THIS DONATION MAY HAVE ON THEIR TAX STATUS.

4. **CONDITIONS PRECEDENT:** In addition to other conditions included herein, the following are express conditions precedent to COUNTY'S duty to accept said Property:

A. COUNTY'S acceptance of environmental conditions of the Easement Property as described in a Phase I report to be prepared by a consultant at the direction of COUNTY and paid for by TRIBE.

B. COUNTY'S acceptance or waiver of a title insurance policy and the exceptions listed on such policy, as set forth in Section 5 of this Contract.

C. COUNTY'S acceptance of subordination agreements from any holders of liens or property interests concerning the Easement Property as determined necessary by COUNTY.

D. Abandonment of the existing roadway easements over this roadway area that are inconsistent with the proposed realignment by the COUNTY and TRIBE.

E. In the event that any of these conditions precedent are not satisfied by December 31, 2003, COUNTY may terminate this Contract with no further obligations or liability.

5. ESCROW AND FEES:

A. Escrow shall be opened at First American Title Company. This Contract shall become a part of the Escrow and shall constitute the basic instructions of COUNTY and OWNERS to the Escrow Officer. However, COUNTY, TRIBE and OWNER agree to execute such additional instructions and documents as are reasonably required to complete the closing of

the transaction contemplated herein in accordance with the terms and conditions of this Contract. On behalf of the COUNTY, the County Director of Public Works, or designee, shall execute the necessary escrow instructions and/or additional instructions as may be required to complete the closing of this real property transaction. In case of conflict between this Contract and any additional instructions, the terms of this Contract shall govern.

COUNTY shall open escrow and deliver this signed Contract to the Escrow Officer within thirty (30) days of execution hereof by COUNTY. The date of closing shall be on or before forty-five (45) days from the date of opening escrow, or on such other date as the parties hereto shall mutually agree in writing. The "close of escrow" is defined as the recordation of the permanent easement deed, which shall vest title to the Easement in COUNTY.

OWNERS shall execute in escrow or deliver to the Escrow Officer no later than twenty (20) days following the opening of escrow, the Easement deed in the form of Exhibit "C" attached hereto and incorporated herein by reference.

B. The escrow fees shall be paid as follows:

1. The TRIBE shall pay all escrow and recording fees as well as the documentary stamp tax, if any, incurred in the conveyance of the Easement to COUNTY and abandonment of other easements over OWNERS' property as necessary, pursuant to of this Contract. If a policy of title insurance is desired by COUNTY or the TRIBE, all charges related thereto shall be paid by the TRIBE. Said escrow and recording charges shall include any partial reconveyance and subordination fees as may be required.

2. The TRIBE shall pay all escrow fees and costs in the event that this escrow is canceled by OWNERS or the TRIBE prior to the conveyance of the Easement to COUNTY.

C. The Escrow Officer shall be obligated as follows:

1. To release to COUNTY certified copies of the deed, as executed by OWNER, prior to the close of escrow in order to receive "acceptance" by COUNTY'S Board of Supervisors of the subject easement area; and

2. To obtain subordination agreements from any holders of liens against Property; and

3. To record the abandonment and/or quitclaim deeds necessary to convey all existing road easements on the Property to OWNERS.

4. To record the executed Easement deed in the form attached hereto as Exhibit "C" with the Santa Barbara County Recorder's Office.

6. **TITLE AND DEED:** Title is to be free of liens, encumbrances, restrictions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) known to OWNERS, except:

A. Covenants, conditions, restrictions, and reservations of record approved by COUNTY; and

B. Easements or rights of way over the Property for public or quasi-public utility or right of way purposes, if any, approved by COUNTY.

TRIBE shall hold COUNTY harmless and reimburse COUNTY for any and all of COUNTY'S losses and expenses occasioned by reason of any easements, contracts, leases, or permits encumbering said Property which have not been approved by COUNTY.

TRIBE shall pay for the cost of a Preliminary Title Report covering said Property. COUNTY shall have the right to review the Preliminary Title Report and approve or disapprove in writing those items disclosed in the Preliminary Title Report to the close of escrow. TRIBE shall have thirty (30) days from receipt of notice of disapproval to correct the condition(s) that adversely affect said Property as determined by COUNTY in its discretion. COUNTY may terminate this Contract or request TRIBE, at TRIBE'S expense, to correct the condition(s) affected thereby to the satisfaction of the COUNTY. Failure to so correct shall be grounds for termination of this Contract by COUNTY.

Escrow shall be automatically extended for thirty (30) days where there is a need for TRIBE, with permission from OWNERS, to correct an adverse condition unless TRIBE refuses to correct such condition or unless correction requires more than thirty (30) days in which case escrow shall be extended to the date of refusal or date of correction respectively.

7. **TRIBE'S ADDITIONAL OBLIGATIONS:** In addition to other obligations set forth in this Contract, TRIBE shall be obligated to do and hereby covenants and agrees to do the following:

A. To relocate and reconnect any public utilities serving OWNERS' remaining Property immediately if said relocation becomes necessary because of said Project; and

B. To immediately and fully repair any damage done to OWNERS' improvements or other property by TRIBE or TRIBE'S agents or contractors during said Project and/or any use of the easement thereafter.

C. To indemnify and hold OWNERS and the Property and all successors, heirs, personal representatives, assigns and agents of OWNERS, collectively in this subparagraph referred to as "Indemnatee", harmless from and against any and all losses, claims, expenses, damages, costs or liabilities of any kind, including without limitation, attorneys' fees for costs of defense, arising under this Agreement, the Easement or under or with respect to any act or omission of the COUNTY and the TRIBE, or either of them, related to any Easement Deed of even date hereof by any of OWNERS as Grantor and the County of Santa Barbara as Grantee (collectively the "Liabilities"). The right of indemnification provided for herein shall be in addition to any rights which the Indemnitees, or any of them, may be otherwise entitled by law or by contract, including any other agreement related to the subject matters of the within indemnification. The TRIBE shall, on demand, pay all monies owed or claimed to be owed by

the Indemnitees with respect to any Liabilities. In the event a Liability is disputed by the TRIBE, it shall conduct the dispute at its own risk and not in any way put Indemnitees in jeopardy thereby. In the event that any action or proceeding relating to this agreement to indemnify by TRIBE is instituted, then the prevailing party therein shall be entitled to recover, in addition to any other relief or remedy, his or its reasonable attorneys' fees and court costs incurred therein by such prevailing party. In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted thereby. This indemnity shall survive the transfer of the Easement to the COUNTY by OWNERS.

D. To not improve or work upon any portion of the Easement except in full compliance with all County standards, and at all times, for the benefit of OWNERS; not to physically obstruct OWNERS' access to the roadway upon the Easement, however, TRIBE may temporarily obstruct OWNERS' access for construction and maintenance purposes with notice to OWNERS; and otherwise to comply with that certain Cooperation Agreement of even date hereof between TRIBE and COUNTY.

8. **TRIBE'S RIGHTS**: TRIBE shall have the right to do the following:

A. To remove any improvements and/or plants within the Easement area if said removal becomes necessary because of the Project; and

B. To trim and cut roots of trees, shrubs, and vegetation within the Easement area as may endanger or interfere with the Project.

9. **OWNERS' OBLIGATIONS**: Upon thirty (30) days notice by TRIBE, OWNER shall be obligated to remove any and all personal property within the easement area prior to the start of construction of the Project, all fencing however shall be removed and reinstalled by TRIBE.

10. **ENVIRONMENTAL SITE ASSESSMENT**: COUNTY shall have the right to enter the Property to conduct an Environmental Site Assessment (hereinafter "ESA") and related testing of the Easement area upon execution of this Contract by the parties. In the event COUNTY elects to conduct such testing, approval of the ESA by the County of Santa Barbara Director of Public Works, or designee, is an express condition precedent to COUNTY'S acceptance of the Easement Areas. For purposes of this Contract, the ESA shall be deemed to include the information disclosed by OWNER pursuant to Section 10, herein below. If the ESA identifies a potential liability, OWNERS and COUNTY and TRIBE agree that the escrow process shall be extended at least sixty (60) days in order for TRIBE to resolve the potential liability. In the event that such potential liability is not cured by TRIBE within such sixty (60) day period, COUNTY in its discretion may terminate this Contract with no further liability.

11. **GOOD FAITH DISCLOSURE BY OWNERS**: OWNERS shall disclose to County such information regarding the condition of the Property as it possesses. If such facts or information provided by OWNERS, or which the COUNTY discovers, disclose conditions that adversely affect the continued or contemplated use of the Easement area and that COUNTY reasonably deems unacceptable or if COUNTY otherwise discovers such facts or information through tests and/or surveys conducted pursuant to COUNTY'S authority, as hereinabove

provided, which disclose such conditions, and TRIBE is unwilling or unable to correct such conditions to the reasonable satisfaction of COUNTY or any governmental body having jurisdiction thereover, then COUNTY may at its sole option, terminate this Contract. Within fifteen (15) business days of actual receipt of said disclosure information, COUNTY shall notify OWNERS and TRIBE of the conditions it deems unacceptable and the corrections desired and request TRIBE, at TRIBE'S expense, to correct the condition(s) affected thereby to the reasonable satisfaction of COUNTY. Failure to so correct shall be grounds for termination of this Contract by County.

Upon the close of escrow, any and all original documents and/or information relating to the easement area, to the extent they exist and are in OWNERS' custody, shall be delivered by OWNERS to COUNTY.

12. **TERMINATION**: COUNTY shall have the right to terminate this Contract at any time prior to the close of escrow. OWNERS shall have the right to terminate this Contract only following COUNTY'S failure to cure a material breach following ten(10) days written notice.

13. **WAIVER**: No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions of this Contract, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

14. **SECURITY INTEREST**: To the extent applicable, Escrow Officer shall obtain any and all executed full reconveyances, partial reconveyances, subordinations and/or releases of liens that may have been given on said Property covered by deeds of trust. OWNERS shall cooperate with Escrow Officer in obtaining subordination agreements from any and all creditors of OWNERS holding liens against said Property.

15. **INDEMNIFICATION**: TRIBE shall defend, indemnify, save, and hold harmless COUNTY, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds with regard to this Contract. In the event the indemnity hereunder exceeds that permitted by applicable law, such indemnity shall be construed as the maximum permitted thereby. This indemnity shall survive the transfer of the easement Area to COUNTY.

16. **ENTIRE CONTRACT**: This Contract together with the Cooperative Agreement ("Sanja Cota Cooperative Agreement") by and between the TRIBE and COUNTY dated _____ constitutes the whole of the agreement between the parties concerning the Easement. The performance of this Contract constitutes the entire consideration for the Easement and shall relieve COUNTY of all further obligation or claims on this account. No amendment, supplement, modification, waiver, or termination of this Contract shall be binding unless executed in writing by both parties.

17. **CONSTRUCTION**: The parties agree that each party and its respective counsel have reviewed and approved this Contract to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Contract. The terms and provisions of this Contract embody the parties' mutual intent, and this Contract shall not be construed more

liberally in favor of, nor more strictly against, any party hereto.

18. **SECTION HEADINGS**: The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

19. **REAL PROPERTY DOCUMENTS**: Each party agrees to execute and deliver any instrument or to perform any act reasonably necessary to carry out the provisions of this Contract.

20. **CONDITIONS ARE COVENANTS**: Each of the conditions to the close of escrow set forth herein shall be deemed to be covenants and the conditions required to be satisfied herein.

21. **SUCCESSORS AND ASSIGNS**: This document shall be recorded and the rights under this Contract shall also extend to and bind the heirs, devisees, executors, administrators, successors, and assigns of the parties.

22. **CERTIFICATION OF SIGNATORY(IES)**: OWNERS represent and warrant that they are the owners of the Property or are authorized by the OWNERS of the Property to execute this Contract and that no additional signatures are required to carry out the duties contemplated herein.

23. **CONTRACT APPROVAL**: This Contract is subject to the approval of the County Board of Supervisors. Execution of this Contract by the Chairperson, or designee, of the Board of Supervisors shall evidence said approval by the Board.

24. **SURVIVAL OF REPRESENTATIONS**: The representations of each of the parties and their executory covenants shall survive the close of escrow and shall not be merged in the deeds delivered to and accepted by the COUNTY.

25. **EXECUTION IN COUNTERPARTS**: The Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

26. **FACSIMILE SIGNATURES**: In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile signature, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County of Santa Barbara.

27. **SOVEREIGN IMMUNITY**: The parties acknowledge that TRIBE is a federally-recognized Indian tribe and, as such, it possesses sovereign immunity from suit. Nothing in this Contract is or shall be deemed to be a waiver of TRIBE'S sovereign immunity from suit, which immunity is expressly asserted, *except* that TRIBE agrees to waive its immunity for the limited

and sole purpose of permitting the commencement, maintenance and enforcement of any action brought by COUNTY or OWNERS against TRIBE for purposes of obtaining an injunction to enforce any provision of this Contract or to prevent a breach of this Contract. Except as expressly set forth herein, TRIBE, as a federally recognized Indian tribes, does not waive, limit or modify its sovereign immunity from suit.

28. **TIME:** Time is of the essence in this Contract.

29. **NO OBLIGATION TO ACCEPT INTO ROADWAY SYSTEM.** Nothing contained herein obligates the COUNTY to accept the Easement into the COUNTY'S maintained road system or to repair or maintain the Improvements.

IN WITNESS WHEREOF, COUNTY and OWNERS have executed this Real Property Donation Agreement Contract and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

"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 FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

By: _____
Deputy

APPROVED:

By: _____
John A. Forner
Supervising Risk Analyst

"OWNERS"

BY OUR SIGNATURES WE HEREBY AFFIRM THAT WE HAVE READ SECTION 2 ABOVE AND KNOWINGLY WAIVE ANY RIGHTS WE MAY HAVE TO THE FOLLOWING: COMPENSATION FOR THE EASEMENT, AND RELOCATION ASSISTANCE AND THAT WE HAVE SOUGHT COUNSEL FROM A TAX PROFESSIONAL TO THE EXTENT WHICH WE, IN OUR SOLE DISCRETION, HAVE FOUND NECESSARY.

GAINNEY MANAGEMENT LLC

By: _____
President

By: _____
Secretary

Signatures must be notarized.

DANIEL J. GAINNEY, CATHERINE B. GAINNEY, DANIEL H. GAINNEY and JOHN L JERRY as alternate Trustee, appointed by First Trust National Association, formerly known as First Trust Company of St. Paul as Co-Trustees of the DANIEL H. GAINNEY TRUST UNDER AGREEMENT DATED DECEMBER 23, 1971

By: _____
Daniel J. Gainney

Signature must be notarized.

DANIEL H. GAINNEY, Trustee of the DANIEL H. GAINNEY TRUST DATED March 30, 1998

By: _____
Daniel H. Gainney

Signature must be notarized.

DANIEL J. GAINNEY as trustee of the DANIEL J. GAINNEY 1975 TRUST UNDER
REVOCABLE DECLARATION OF TRUST DATED MAY 21, 1975

By: _____
Daniel J. Gainney
Signature must be notarized.

“TRIBE”
THE TRIBE HEREBY ACCEPTS AND ACKNOWLEDGES ITS OBLIGATIONS AND
RIGHTS UNDER THIS AGREEMENT.

SANTA YNEZ BAND OF CHUMASH INDIANS

By: _____
Vincent Armenta
Chairman

Signature Must be notarized

EXHIBIT A
LEGAL DESCRIPTION OF PERMANENT EASEMENT

Exhibit "B"
MAP DEPICTION OF PERMANENT EASEMENT

EASEMENT DEED

Recording requested by
and to be returned to:

County of Santa Barbara
General Services Department
Facilities Services Division
Courthouse Annex
1100 Anacapa Street
Santa Barbara, CA 93101
Attention: Scott Dickinson

**COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS**

No fee pursuant to
Government Code § 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 141-450-004 (Portion) and
141-450-003 (Portion)

EASEMENT DEED
(Permanent Easement)

GAINNEY MANAGEMENT, LLC, a {Colorado Limited Liability Company}, DANIEL J. GAINNEY, CATHERINE B. GAINNEY, DANIEL H. GAINNEY and JOHN L JERRY as alternate Trustee, appointed by First Trust National Association, formerly known as First Trust Company of St. Paul as Co-Trustees of the DANIEL H. GAINNEY TRUST UNDER AGREEMENT DATED DECEMBER 23, 1971; DANIEL H. GAINNEY, Trustee of the DANIEL H. GAINNEY TRUST DATED March 30, 1998; and DANIEL J. GAINNEY as trustee of the DANIEL J. GAINNEY 1975 TRUST UNDER REVOCABLE DECLARATION OF TRUST DATED MAY 21, 1975, owners of all that real property in the unincorporated area of the County of Santa Barbara, State of California, commonly referred to as Assessor's Parcel Nos. 141-450-003, 141-450-004, and 141-440-011 referred to as GRANTORS herein,

FOR A VALUABLE CONSIDERATION, DO HEREBY GRANT TO

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, its successors or assigns, as GRANTEE herein, a permanent easement and right of way for the present and future construction, reconstruction, operation, repair, and maintenance of improvements required by GRANTEE for GRANTEE'S operations including, but not limited to, roadway improvements, and related public improvements in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto, as the GRANTEE, or its successors in interest, may from time to time deem necessary to install within the easement, together with the necessary rights of ingress and egress to the easement for the above-referenced purposes, in, on, over, along, under and through that certain land situated in the County of Santa Barbara, State of California, more particularly described on Attachment A attached hereto and incorporated herein by this reference.

Grantors understand and agree that construction and maintenance work performed by the SANTA YNEZ BAND OF CHUMASH INDIANS.

DATE: _____

“GRANTORS”:

GAINNEY MANAGEMENT, LLC

By: _____
President

By: _____
Secretary

DANIEL J. GAINNEY, CATHERINE B. GAINNEY, DANIEL H. GAINNEY and JOHN L JERRY as alternate Trustee, appointed by First Trust National Association, formerly known as First Trust Company of St. Paul as Co-Trustees of the DANIEL H. GAINNEY TRUST UNDER AGREEMENT DATED DECEMBER 23, 1971

By: _____
Daniel J. Gainney

DANIEL H. GAINNEY, Trustee of the DANIEL H. GAINNEY TRUST DATED March 30, 1998

By: _____
Daniel H. Gainney

DANIEL J. GAINNEY as trustee of the DANIEL J. GAINNEY 1975 TRUST UNDER REVOCABLE DECLARATION OF TRUST DATED MAY 21, 1975

By: _____
Daniel J. Gainney

ACKNOWLEDGMENT

C.C. 1189

State of California)
)
County of Santa Barbara)

On _____ before me, _____,
personally appeared _____,
personally known to me (or 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.

WITNESS my hand and official seal

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Deed (Permanent Easement) dated _____, from GAINNEY MANAGEMENT, LLC, a {Colorado Limited Liability Company}, DANIEL J. GAINNEY, CATHERINE B. GAINNEY, DANIEL H. GAINNEY and JOHN L JERRY as alternate Trustee, appointed by First Trust National Association, formerly known as First Trust Company of St. Paul as Co-Trustees of the DANIEL H. GAINNEY TRUST UNDER AGREEMENT DATED DECEMBER 23, 1971; DANIEL H. GAINNEY, Trustee of the DANIEL H. GAINNEY TRUST DATED March 30, 1998; and DANIEL J. GAINNEY as trustee of the DANIEL J. GAINNEY 1975 TRUST UNDER REVOCABLE DECLARATION OF TRUST DATED MAY 21, 1975, as GRANTORS, 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 _____, 2003

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____

