

AMENDED OPEN SPACE EASEMENT CONTRACT

THIS DEED, executed this \_\_\_\_\_ day of \_\_\_\_\_, by and between LAS CUMBRES CONSERVATION CORPORATION, a California Corporation, as GRANTOR, and the COUNTY OF SANTA CRUZ, as GRANTEE,

W I T N E S S E T H:

WHEREAS, Grantor and Grantee entered into an Open Space Easement Contract dated February 25, 1975, recorded in Book 2479, Page 245 of the County Recorder's Office ("the Open Space Easement"), whereby Grantor granted to Grantee a perpetual easement over certain parcels identified in the Open Space Easement;

WHEREAS, Grantor and Grantees enter into this Amended Open Space Easement Contract to modify the boundaries of the Open Space Easement to include additional parcels identified in Exhibit A attached hereto;

WHEREAS, the following Open Space Easement findings and terms remain in full force and effect;

WHEREAS, Grantor is the owner in fee of the real property hereinafter described, situated in Santa Cruz County, California, and

WHEREAS, Grantor and Grantee desire to preserve and conserve for the public benefit the natural scenic beauty and existing openness of said property, and

WHEREAS, Grantor is willing to grant to Grantee and open-space easement, as hereinafter expressed, in said property, and thereby protect its present scenic beauty and existing openness by the restricted use and enjoyment of said property by the Grantor and its successors in interest or assigns through the imposition of the

conditions hereinafter expressed;

WHEREAS, the preservation of this land as open-space land is consistent with the general plan of the county and is in the best interest of the County and important to the public for the enjoyment of scenic beauty because the land is unimproved and has scenic value to the public as viewed from a public highway or from public and private buildings and because the land lies in an area which in the public interest should remain rural in character and the retention of the land as open space will help preserve the rural character of the area;

NOW, THEREFORE, for and in consideration of the premises, the Grantor does hereby grant and convey unto the County of Santa Cruz an estate, interest and open-space easement in said real property of Grantor of the nature and character to the extent hereinafter expressed, which estate, interest and easement will result from the restrictions hereby imposed upon the said property by Grantor, and to that end and for the purpose of accomplishing the intent of the parties hereto, Grantor covenants on behalf of its successors and assigns with the said Grantee, its successors and assigns to do and refrain from doing severally and collectively upon the Grantor's said property the various acts hereinafter mentioned. The restrictions hereby imposed upon the use of said property of the Grantor and the acts which Grantor shall refrain from doing upon said property in connection therewith are, and shall be, as follows:

1. That no buildings or structures as defined in the Santa Cruz County Zoning Ordinance will be placed or erected upon said property no shall utility poles or lines be located on or pass through said property.

EXCEPTIONS:

- (a) One or several cabins located along streams or trails for overnight camping by residents only.

(b) Barns or stables to shelter pets or community animals.

(c) Underground electric communication and utility facilities.

2. That no advertising of any kind or nature shall be located on or within said property except for identification and for sale of products produced on the site consistent with the purpose of this instrument.

3. That the Grantor shall not plant or permit to be planted any vegetation upon said property except normal farming on presently cleared areas farmed in the past, reforestation and planting of native California vegetation, normal landscaping and screening of homesites and farming area and facilities consistent with the purposes of this instrument.

4. That, except for the construction, alteration, relocation and maintenance of private roads, and private pedestrian (hiking, equestrian and bicycle) trails, and the development of ponds for wildlife and fire protection, development of sanitation and water facilities needed, measures needed to prevent erosion and provide for fire protection, the general topography and natural vegetation of the landscape shall be maintained in its present condition and no excavation or topographic changes shall be made. Normal maintenance and replacement of existing structures shall be permitted. Cutting of timber, trees and other natural growth as may be required for fire prevention, thinning, elimination of diseased growth and similar protective measures shall be permitted.

5. That no use of said described property which will or

does materially alter the landscape or other attractive scenic and open space features of said property other than those specified above shall be done or suffered. There shall be no deposition or accumulation of trash, garbage, or unsightly or offensive materials upon such land described. Granting of this open space easement shall in no way be construed as giving the public access to or over the lands herein affected.

Grantee shall not make any payment to Grantor for the conveyance of the open-space easement described above, it being recognized and agreed between the parties that the consideration for this conveyance is the substantial public benefit to be derived therefrom and the advantage which will accrue to Grantor in the event of any reduction in the assessed value of said property due to the imposition of the limitations of its use contained herein.

This conveyance by Grantor to Grantee, its successors and assigns, of an open space easement in the property described herein shall continue and apply for twenty years with expectation of renewals in perpetuity except that:

The Board of Supervisors of the County at any time may, by resolution, abandon this open-space easement, if it finds that no public purpose described in subdivision (b) of Section 51056 will be served any longer by keeping the land as open space. No resolution abandoning this open-space easement shall be finally adopted until the matter has been referred to the County Planning Commission, the Commission has held a public hearing thereon and furnished a report on the matter to the Board of Supervisors and the Board has held at least one public hearing thereon after giving 30 days' notice thereof by publication in accordance with Section 6061 of the Government Code, and by posting notice on the land.

Prior to any approval of a resolution abandoning this

open-space easement, the Board of Supervisors shall direct the County Assessor to assess the land, as if the easement did not exist, and to report such new assessed value to the Board. As a condition of the abandonment of the easement, the owner shall pay to the County an amount equal to 50 per cent of the new assessed value of the land; provided, however, that the Board of Supervisors may waive all or any portion of such payment, if it finds that it is consistent with the public interest to do so, and the waiver is approved by the Secretary of the State Resources Agency.

In deciding whether to waive all or any portion of such payment, the Board of Supervisors will consider the following factors:

- (a) Whether the owner has substantially complied with the terms and conditions of this easement, and
- (b) Whether the reason for the abandonment is an involuntary transfer or involuntary change in the use which may be made of the land, and the land is not suitable and will not be immediately used for such a purpose which produces a greater economic return to the owner.

The property of the grantor hereinabove referred to and which the provisions of this instrument apply is situate in the County of Santa Cruz, State of California, and is particularly described in Exhibit "A," attached hereto and incorporated herein by reference.

Excepting and reserving to the Grantor:

- (a) The right to maintain all existing private roads, bridges, trails, and structures upon said land and the right to construct items as previously listed.
- (b) The use and occupancy of said land not inconsistent with the conditions and restrictions herein imposed.

If at any time the property herein described, or any portion thereof, shall be selected for condemnation by any public agency or public utility, including the Grantee, then and in that event the easement created by this conveyance shall terminate as of the time of the filing of the complaint in condemnation as to the land or portion thereof sought to be taken for public use, and shall revert to and vest in the Grantor, its successors in interest, or assigns.

IN WITNESS WHEREOF, the parties hereto have set their  
hands and seal the day and year above written.

LAS CUMBRES CONSERVATION

CORPORATION, a California Corporation

By \_\_\_\_\_

\_\_\_\_\_

Grantor

Approved as to form:

DocuSigned by:  
*Natalie Kirkish*  
D52DC6AA0E74498...

Asst. County Counsel

COUNTY OF SANTA CRUZ

By \_\_\_\_\_

Chairman, Board of Supervisors

Grantee

STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF SANTA CLARA )

On \_\_\_\_\_, \_\_\_\_\_, before me \_\_\_\_\_  
personally appeared \_\_\_\_\_, known to me to be president of the  
corporation that executed the within instrument and acknowledged to  
me that such corporation executed the same.

\_\_\_\_\_  
Notary Public for the State of California

EXHIBIT "A"

That certain real property situate in the County of Santa Cruz, State of California, described as follows:

ALL that certain real property shown upon the filed map of TRACT NO. 600, Las Cumbres, filed for record on August 14, 1973 in Volume 58 of Maps, at page 50, Santa Cruz County Records.

EXCEPTING THERFROM all of Lots 1 through 39 and 43 through 135, inclusive, Lots A, B, C, D, E, F, G, H & I, and those certain unlettered areas designated Park Sites or Park Lots as shown on the filed map of said Tract No. 600.

Assessor's Parcel Nos.:

88-111-21

-26

-27

-28

-29

-30

-31

-32

-33

-34

88-121-17

-18

88-141-62

-63

-64

-65

-66

-70

-71

-72

-77

-82

-83

88-241-23

-24

-25

EXHIBIT "A"



## Certificate Of Completion

Envelope Id: C1F513B506F546EEBEF76F3F88D1455A

Status: Completed

Subject: Complete with Docusign: 231323 OSE Contract.pdf, 231323 OSE Ordinance.pdf

Source Envelope:

Document Pages: 11

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 0

Evan Ditmars

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Evan.Ditmars@santacruzcountyca.gov

IP Address: 63.194.190.100

## Record Tracking

Status: Original

Holder: Evan Ditmars

Location: DocuSign

12/5/2024 4:11:16 PM

Evan.Ditmars@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

## Signer Events

Natalie Kirkish

Natalie.Kirkish@santacruzcountyca.gov

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
*Natalie Kirkish*  
D52DC6AA0E74498...

Signature Adoption: Pre-selected Style

Using IP Address: 98.51.47.121

## Timestamp

Sent: 12/5/2024 4:12:58 PM

Viewed: 12/6/2024 10:40:55 AM

Signed: 12/6/2024 10:41:13 AM

## Electronic Record and Signature Disclosure:

Accepted: 8/1/2024 2:49:37 PM

ID: b763e46b-8c75-436f-b147-3f5717480ab2

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

12/5/2024 4:12:58 PM

Certified Delivered

Security Checked

12/6/2024 10:40:55 AM

Signing Complete

Security Checked

12/6/2024 10:41:13 AM

Completed

Security Checked

12/6/2024 10:41:13 AM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Santa Cruz:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us)

### **To advise County of Santa Cruz of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.