

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

MASTER FILE
CONTRACT NO.

14-06-200- 600

Cachuma Project, California

ON TOP

AGREEMENT TO ADMINISTER RECREATIONAL AREA

THIS AGREEMENT, made this 12th day of January, 1953,

in pursuance of the Act of June 17, 1902 (32 Stat. 388), and the acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA, hereinafter styled the United States, acting through the Bureau of Reclamation, hereinafter styled the Bureau, and the National Park Service, hereinafter styled the Service, agencies of the Department of the Interior, (and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, acting by and through its Board of Supervisors, hereinafter styled the County:

WITNESSETH that in consideration of the covenants herein specified, it is mutually agreed as follows:

1. Description of land.

(a) Subject to the conditions hereinafter set forth, and the restrictions and limitations listed in this paragraph, County shall develop, maintain and administer as a recreational area the following described area in the County of Santa Barbara, State of California, hereinafter styled the premises to-wit:

A parcel of land lying in the Tequepis Rancho, San Marcos Rancho, Rancho Lomas de la Purificacion, Rancho Canada de los Pinos or College Rancho, and in fractional Sections 16, 17 and 20 in Township 6 North of Range 29 West of the San Bernardino Meridian, in the County of Santa Barbara, State of California, and more particularly described as follows:

EXHIBIT NO. DAI-25

Beginning at the southwest corner of Rancho Tequepis, known as Corner "T No. 3", and running thence along the west boundary of Rancho Tequepis, which boundary is the east boundary of Rancho Lomas de la Purificacion, North 01° 33' East 1032.1 feet to the southeast corner of that certain 386.60-acre tract of land in the Rancho Lomas de la Purificacion described as Tract One in the Decree on Declaration of Taking dated May 8, 1950, in the United States District Court, Southern District of California, Central Division, entitled United States of America, Plaintiff, vs. 572.32 acres of land, more or less, in the County of Santa Barbara, State of California, Anna V. Crawford, et al., Defendants, Civil No. 11572-WM, a certified copy of said Decree was recorded in the office of the County Recorder of said Santa Barbara County June 1, 1950, in Book 920 of Official Records at Page 261; thence running along the southerly and the westerly boundaries of said 386.60-acre tract as follows: North 71° 41' West 475.5 feet, thence North 82° 09' West 305.9 feet, thence North 32° 11' West 128.1 feet, thence North 70° 50' West 2334.7 feet, thence North 19° 10' East 60.0 feet, thence North 17° 18' West 1048.0 feet, thence North 46° 21' West 1205.0 feet, and thence North 30° 00' West 1009.4 feet to a point in the southerly boundary of that certain 9.00-acre tract of land in the Rancho Lomas de la Purificacion described as Tract Two in said Decree on Declaration of Taking, Civil No. 11572-WM; thence leaving the boundary of said 386.60-acre tract and running along the southerly and the westerly boundaries of said 9.00-acre tract as follows: North 88° 46' West 278.3 feet,

thence northwesterly on a curve to the right with a radius of 3030.0 feet for an arc distance of 475.1 feet to a point that is distant North 84° 17' West 474.6 feet from the point of beginning of said curve, thence North 79° 47' West 614.2 feet, and thence North 61.0 feet to the southwest corner of that certain 20.13-acre parcel of land in the Rancho Lomas de la Purificacion described in the Decree on Declaration of Taking, dated December 28, 1949, in the United States District Court, Southern District of California, Central Division, entitled United States of America, Plaintiff, vs. 20.13 acres of land, more or less, in the County of Santa Barbara, State of California, Anna V. Crawford, et al., Defendants, Civil No. 10812-BH, a copy of the Lis Pendens was recorded in the office of the County Recorder of said County on December 29, 1949; thence leaving the boundary of said 9.00-acre tract and running along the west boundary of said 20.13-acre parcel North 764.3 feet to the northwest corner of said 20.13-acre parcel; thence leaving the boundary of said 20.13-acre parcel and continuing North 1177.0 feet to a point in the northerly boundary of that certain 110.21-acre parcel of land in the Rancho Canada de los Pinos or College Rancho described as Parcel Three in the Decree on Declaration of Taking, dated May 22, 1950, in the United States District Court, Southern District of California, Central Division, entitled United States of America, Plaintiff, vs. 7215.9 acres of land, more or less, in the County of Santa Barbara, State of California, William S. Clark, et al., Defendants, Civil No. 11654-WM, a certified copy of said Decree was recorded

in the office of said County Recorder on June 26, 1950, in Volume 919 of Official Records at Page 321; thence running along said northerly boundary South 74° 42' East 26.9 feet; thence continuing along said boundary East 1022.0 feet; thence continuing along said boundary North 60° 27' East 1505.4 feet to a point in the easterly boundary of the land described in the deed from Elizabeth F. Crawford to John V. Crawford dated February 2, 1938, and recorded in the office of the County Recorder of said County on February 2, 1938, in Book 420 of Official Records at Page 234, said point is distant South 01° 35' West 9784.8 feet from a $\frac{1}{2}$ -inch survey pipe set in the northwesterly corner of that certain 1609.20-acre tract of land shown on that certain recorded map entitled "Map of Survey Made by F. F. Flournoy of 1609.20 acres of Land adjoining the West Line of the Dr. Miles 1241.60-Acre Tract Located in the Southerly Portion of the Canada de Los Pinos or College Ranch, Santa Barbara Co., Cal., June 1935," recorded in the office of said County Recorder on August 26, 1935, in Book 23 of Record of Surveys at Page 118; thence leaving the boundary of said 110.21-acre parcel and running along said easterly boundary, which boundary is the westerly boundary of that certain 444.24-acre parcel of land in the Rancho Canada de Los Pinos or College Rancho described as Parcel Two in said Decree on Declaration of Taking, Civil No. 11654-WM, North 01° 35' East 1458.6 feet to the northwest corner of said 444.24-acre parcel; thence leaving said boundary and running along the northerly boundary of said 444.24-acre parcel North 58° 38' East 2401.1 feet; thence continuing

along said northerly boundary South 63° 25' East 2906.9 feet;
thence continuing along said northerly boundary North 51° 25' East
1290.1 feet to a point in the easterly boundary of the land de-
scribed in the deed from Lawrence A. Kelley to William S. Clark,
et ux., dated February 20, 1945, and recorded in the office of
said County Recorder on March 7, 1945, in Book 635 of Official
Records at page 356, said point is distant along said easterly
boundary North 1° 16' East 624.0 feet from a 3/4-inch pipe survey
monument marked "L. S. 189" set at the southerly terminus of the
course shown as "South 2389.7 feet" on the aforesaid map recorded
in Book 23 of Record of Surveys at Page 118; thence leaving the
northerly boundary of said 444,24-acre parcel and running North 51°
25' East 4082.3 feet along the northerly boundary of that certain
358.50-acre tract of land in the Rancho Canada de Los Pinos or
College Rancho described as Parcel One in the Decree on Declaration
of Taking dated July 27, 1950, in the United States District
Court, Southern District of California, Central Division, entitled
United States of America, Plaintiff, vs. 2,124.67 acres of land,
more or less, in the County of Santa Barbara, State of California,
Cruz Freeman Kinney, etc., et al., Civil No. 11961-C, a certified
copy of said Decree was filed in the office of said County Recorder
on August 18, 1950, in Book 935 of Official Records at Page 233;
thence continuing along said boundary South 40° 06' East 194.4
feet to a point in the east boundary of the Rancho Canada de Los
Pinos or College Ranch, said point being distant along said east
boundary North 03° 16' East 7114.5 feet from Tequepis Rancho

Corner No. T-9 as said corner No. T-9 is shown and designated on the map entitled "Survey of Portions of Rancho Tequepis" dated December 1941 and filed in the office of said County Recorder on January 6, 1942, in Book 26 of Record of Surveys at Page 75; thence leaving the boundary of said 358.50-acre tract and running along the northerly boundary of the 1320.77-acre tract of land in the Tequepis Rancho and in Township 6 North of Range 29 West of the San Bernardino Meridian described as Tract One of Parcel Two in said Decree on Declaration of Taking, Civil No. 11961-C, as follows: South $40^{\circ} 06'$ East 1086.6 feet, thence South $21^{\circ} 50'$ East 974.8 feet, thence South $61^{\circ} 04'$ East 435.2 feet to a point on the westerly boundary of the Rancho Tequepis and the easterly boundary of fractional Section 16 in Township 6 North of Range 29 West of the San Bernardino Meridian, said point being distant along the westerly boundary of the Rancho Tequepis North $19^{\circ} 45' 38''$ East 3833.2 feet from the Section corner common to fractional Sections 17 and 20 in said Township and Range, said corner being shown on the map entitled "Map of Monuments Found, Set and Reset for Marina Montanaro, Marking Certain Points of Sections 4, 5, 8, 9, 17, and 20, Township 6 North, Range 29 West", filed in the office of said Santa Barbara County Recorder on December 23, 1940, in Book 26 of Record of Surveys at Page 8; thence continuing along said northerly boundary South $61^{\circ} 04'$ East 836.1 feet; thence continuing along said boundary North $36^{\circ} 30'$ East 2790.0 feet; thence leaving said boundary and running North $51^{\circ} 00'$ East 1883.6 feet across said 1320.77-acre tract to a point in the northerly boundary of said 1320.77-acre tract; thence running along said boundary as

follows: South 62° 21' East 1893.1 feet, thence South 18° 26' West 3304.6 feet and thence South 68° 52' East 2191.5 feet to a point in the easterly boundary of the land described in Parcel 1 of the deed from Frederick William Matthiessen, Jr., et al., Trustees, et al., to Elizabeth Rixby Janeway, dated September 9, 1943, and recorded in the office of said Santa Barbara County Recorder on September 27, 1943, in Book 588 of Official Records at Page 226; thence leaving the northerly boundary of said 1320.77-acre tract and running along said easterly boundary, which is the northwesterly boundary of the 6661.45-acre parcel of land in the Tequepis Rancho and in the San Marcos Rancho described as Parcel One in the Decree on Declaration of Taking, dated May 22, 1950, in the United States District Court, Southern District of California, Central Division, entitled United States of America, Plaintiff, vs. 7215.9 acres of land, more or less, in the County of Santa Barbara, State of California, William S. Clark, et al., Defendants, Civil No. 11654-WM, a certified copy of said decree was recorded in the office of said County Recorder on June 26, 1950, in Volume 919 of Official Records at Page 321, as follows: North 73° 39' East 1392.3 feet, thence North 69° 00' East 1508.3 feet, and thence North 57° 52' East 1268.5 feet to an angle point in said easterly boundary, said angle point is the most northerly corner of said 6661.45-acre parcel and is shown and designated as point 23 on the map entitled "Record of Survey of Boundary Line between Cachuma Creek and Santa Cruz Creek located partly within Rancho Tequepis and partly within San Marcos Rancho, Santa Barbara Calif." filed in the office of said

County Recorder in Book 26 of Record of Surveys at Page 142; thence leaving said easterly boundary and running along the northeasterly boundary of said 6661.45-acre parcel as follows: South 49° 05' East 6243.6 feet, thence South 03° 40' East 2960.6 feet, thence South 01° 33' West 1736.0 feet, thence South 57° 22' East 8016.2 feet, and thence South 23° 37' East 6361.7 feet to a point in the northerly boundary of the tract of land described in the deed from Novi Equipment Company to Dwight Murphy dated September 3, 1946, and recorded in the office of said County Recorder in Book 704 of Official Records at Page 384, said point is also in the northerly boundary of the 442.90-acre parcel of land in the Tequepis Rancho and in the San Marcos Rancho described as Parcel Three in the Decree on Declaration of Taking dated July 27, 1950, in the United States District Court, Southern District of California, Central Division, entitled United States of America, Plaintiff, vs. 2124.67 acres of land, more or less, in the County of Santa Barbara, State of California, Cruz Freeman Kinney, etc., et al., Defendants, Civil No. 11961-C, a certified copy of said Decree was filed in the office of said County Recorder on August 18, 1950, in Book 935 of Official Records at Page 233; thence leaving the boundary of said 6661.45-acre parcel and running along the northerly boundary of said 442.90-acre parcel, which boundary is the northerly boundary of the tract of land described in said deed to Dwight Murphy, South 33° 18' East 268.6 feet to the most easterly corner of said 442.90-acre parcel, said corner is distant along the northerly boundary of the tract of land described in said deed North 33° 18' West 125.7 feet from a steel bar set at the southeast terminus of the thirtieth course

described as bearing "S 34° 25' E 394.22 feet" in said deed; thence leaving the northerly boundary of the tract of land described in said deed and running along the easterly and the southerly boundaries of said 442.90-acre parcel as follows: South 19° 00' West 1455.6 feet, thence North 71° 25' West 1118.8 feet, thence North 46° 07' West 995.6 feet, thence North 50° 14' West 161.6 feet, thence North 54° 59' West 280.9 feet, thence North 64° 38' West 79.3 feet, thence North 60° 24' West 234.5 feet, thence North 44° 31' West 719.8 feet, thence North 62° 18' West 135.6 feet, thence North 79° 53' West 414.9 feet, thence North 65° 41' West 1076.9 feet, thence North 13° 33' West 417.8 feet, thence South 77° 23' West 654.4 feet to a point in the northerly boundary of State Highway 150, thence southeasterly along said northerly boundary of State Highway 150 on a curve to the right with a radius of 280 feet and a delta of 44° 29', the chord of which bears South 49° 36' East 211.9 feet, for an arc distance of 217.4 feet to the end of said curve, thence continuing along said northerly boundary of said highway, South 27° 21' East 286.4 feet to a point that is North 62° 39' East 30 feet from a point on the center line of said State Highway 150 designated as USBPR STA. 533+85.44, thence leaving the northerly boundary of said State Highway South 62° 39' West 60.0 feet to a point in the southerly boundary of said State Highway 150, thence northwesterly and southwesterly on a curve to the left with a radius of 300.0 feet and a delta of 141° 21', the chord of which bears South 81° 59' West 566.2 feet, for an arc distance of 740.1 feet to the end of said curve, thence southwesterly on a curve to the right with a radius

of 630.0 feet and a delta of 29° 27', the chord of which bears South 26° 02' West 320.3 feet, for an arc distance of 323.8 feet, thence South 37° 41' West 587.1 feet, thence South 88° 24' West 235.9 feet, thence South 56° 24' West 800.0 feet, thence South 34° 36' West 215.4 feet, thence South 72° 33' West 323.5 feet, thence South 62° 46' West 258.0 feet, thence South 73° 01' West 222.7 feet, thence North 77° 28' West 909.4 feet, thence South 81° 35' West 116.1 feet, and thence North 82° 45' West 211.4 feet to the most westerly corner of said 442.90-acre parcel, said corner is in the southerly boundary of the tract of land described as Parcel One in the deed from Dwight Murphy to the Novi Equipment Company, dated October 25, 1945, and recorded in the office of said County Recorder on November 19, 1945, in Book 665 of Official Records at Page 72 and is distant along said boundary North 08° 27' East 191.0 feet from a 1-inch pipe with copper tag stamped "755 J.A.K." set at the northerly terminus of the course shown as "north 7° 04' east 180.26'" on the map entitled "Map of a portion of the property of Dwight Murphy in the San Marcos and Tequepis Ranchos and Sect. 2 T. 5 N, R. 29 W, SBB & M", filed in the office of the County Recorder of said County in Book 27 Record of Surveys at Page 82; thence leaving the boundary of said 442.90-acre parcel and running along the southerly boundary of the 6661.45-acre parcel of land in the Tequepis Rancho and in the San Marcos Rancho described as Parcel One in the Decree on Declaration of Taking, dated May 22, 1950, in the United States District Court, Southern District of California, Central Division, entitled United States of America, Plaintiff, vs. 7215.9 acres of

land, more or less, in the County of Santa Barbara, State of California, William S. Clark, et al., Defendants, Civil No. 11654-WM,
a certified copy of said Decree was recorded in the office of said County Recorder on June 26, 1950, in Volume 919 of Official Records at Page 321, as follows: North 82° 45' West 34.8 feet, thence North 81° 18' West 792.5 feet, thence North 68° 46' West 345.9 feet to a point in the southerly boundary of State Highway Route 80, thence North 16° 50' East 30.0 feet to a point in the center line of State Highway Route 80 and more particularly designated "Sta. 471+00 P.O.T. USBPR", thence continuing North 16° 50' East 30.0 feet to a point in the northerly boundary of said State Highway, thence South 84° 40' East 150.4 feet, thence North 69° 27' East 255.6 feet, thence North 03° 15' East 440.7 feet, thence North 31° 29' West 938.1 feet, thence North 14° 54' West 796.8 feet, thence North 25° 47' West 133.1 feet, thence North 59° 28' West 211.4 feet, thence North 22° 25' West 215.0 feet, thence North 31° 27' East 117.0 feet, thence North 72° 38' East 280.2 feet, thence North 28° 31' East 117.0 feet, thence North 20° 45' East 120.9 feet, thence North 17° 35' West 240.2 feet, thence North 46° 58' West 71.3 feet, thence North 74° 46' West 193.6 feet, thence South 41° 08' West 184.6 feet, thence South 75° 48' West 141.6 feet, thence North 53° 08' West 800.0 feet, thence South 65° 26' West 962.1 feet, thence South 14° 31' West 857.4 feet, thence South 11° 21' West 1080.5 feet to a point in the center line of said State Highway and more particularly described as "52.06' back of Sta. 441+14.78 EC USBPR", thence continuing South 11° 21' West 112.9 feet, thence North 58° 47' West 5614.0 feet, thence North 65° 26' West 161.6 feet to a point in the easterly boundary of the road

right-of-way as described in the deed to David Gray dated April 18, 1928, and recorded in the office of said County Recorder on September 7, 1928, in Book 151 of Official Records at Page 433, said point being distant South 70° 03' East 10.0 feet from a point in the center line of said road that is distant South 19° 57' West 65.7 feet from the southerly terminus of a course marked "N 18° 51' 50" E 88.08'" as shown on that certain map entitled "Survey of the Property of Dwight Murphy in Ranchos San Marcos & Tequepis and in Sects. 2 & 3, T. 5 N., R. 29 W., S.B.B. & M." dated January 1939 and filed in the office of said County Recorder in Book 25, Record of Surveys, at Page 66; thence along said easterly boundary of said road right of way the following courses: South 19° 57' West 64.8 feet, thence South 07° 57' West 106.2 feet, thence South 00° 59' West 99.4 feet, thence continuing South 00° 59' West 65.8 feet, thence South 14° 30' West 154.2 feet, thence South 18° 11' West 164.4 feet, thence South 22° 36' West 159.1 feet, thence South 39° 19' West 106.0 feet, thence South 46° 19' West 197.1 feet, thence South 40° 15' West 409.3 feet, thence South 08° 59' West 125.8 feet, thence South 23° 55' West 109.1 feet, thence South 16° 55' West 228.5 feet to a point in the southerly boundary of Rancho Tequepis; thence leaving said easterly boundary of said road right-of-way and running along said southerly boundary North 61° 33' West 14140.2 feet to the point of beginning at the southwest corner of Rancho Tequepis,

as shown on the map attached hereto and made a part hereof as Exhibit "A".

(b) In the development, maintenance, and administration of the area described in (a), the County shall be subject to the following limitations and restrictions:

1. Except as otherwise authorized by law, the County shall not obstruct or in any manner interfere with that portion of the demised area lying within the right-of-way of the highway known as Highway Sign Route No. 150 (sometimes known as State Highway Route No. 80), as relocated in connection with the construction of the Cachuma Dam and Reservoir.

2. The following area shall be a limited use area:

All lands and water situated to the west of a line described as follows:

Beginning at a point located at Station 676+85.00 on State Highway 150 (relocated) and proceeding in a general northerly direction downstream along the water course which intersects the highway at that point to the point of interception of said water course by the reservoir at the maximum controlled flow line at contour elevation 768 feet; thence in a general easterly direction along the said contour line to a point on the shore approximately 1,500 feet in a direct line easterly from the upstream lip of the spillway; thence in a general northerly direction across the reservoir at a point on the maximum controlled flowline approximately 1,000 feet east of the north abutment; thence in a generally westerly direction through the points of maximum

elevation to the point of intersection with line representing a northerly projection of the center line of the service roadway across the dam, thence northerly to the northern boundary of the Cachuma Reservoir lands.

(a) The County may use the above described area for recreational purposes subject to the following conditions:

(1) The United States shall have the right to close the area whenever the operation of the project requires its use by the United States.

(11) The County, before permitting use of the area or any portions thereof by the public shall construct adequate fences as may be required by the Bureau to prevent public entry during any period when such areas are closed by the United States for project purposes.

(111) The provisions of Article 9 hereof shall apply with respect to any liability for damage to property or injuries to persons resulting from use of this area by the United States.

3. Recreational activities shall be prohibited in the area described as follows:

All water situated within a 1,500-foot radius of the intake of Tecolote Tunnel, together with those lands situated north of relocated State Highway No. 150 and within 1,000 feet on either side of the center line of said Tecolote Tunnel.

(c) The Government may either revert in condemnation actions pending for the acquisition of the demised land, or by deed, grant, or other

instrument of conveyance, grant mineral rights, oil and gas rights, easements and right-of-way for highways, telephone, telegraph and power lines, and the County shall not interfere with any such rights granted by the United States or with the persons exercising such rights.

Except in the case where any interest in the property is conveyed by special act of Congress, the United States shall, before executing any deed, grant, or other instrument of conveyance granting mineral rights, oil and gas rights, easement, and rights-of-way for highways, telephone, telegraph, and power lines, notify the County before such conveyance is executed and furnish the County with information concerning such rights to the end that the County will be given an opportunity to be heard in situations where the transfer or conveyance of any of such rights might unduly interfere with operation of the recreational area by the County.

2. Exceptions and reservations. The County shall not interfere with:

(a) Private rights which have lawfully attached to all lands prior to the date of this agreement.

(b) The rights-of-way for ditches and canals provided by the Act of August 30, 1890 (26 Stat. 391).

(c) The rights-of-way heretofore acquired or initiated for highways, railroads, irrigation works, or for any other purpose.

(d) The right to prospect and carry on developments for oil, gas, coal, and other minerals on the premises, under the Act of October 2, 1917 (40 Stat. 397), and the Act of February 25, 1920 (41 Stat. 437).

(e) A right-of-way along all section lines, or other practicable routes when locations on section lines are not feasible, freely to give ingress to, passage over, and egress from said premises for the purpose of carrying on any authorized operations of the United States.

(f) The right of the United States to all uranium, thorium, or any other materials which are or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the premises and prospect for, mine, and remove the same.

3. Term of agreement. This agreement shall be for a period of fifty (50) years from the date hereof, unless sooner terminated as herein provided, or unless extended by mutual agreement by the parties hereto. 1005

4. Miscellaneous conditions. In the use of the premises, the County shall faithfully observe the following conditions, and each of them:

(a) No unlawful business shall be carried on.

(b) No waste shall be committed.

(c) The area described herein shall be used for the purpose of developing, maintaining, and operating a recreational area in accordance with a Plan for such purposes to be prepared by the County and submitted to the Service. Said Plan shall be reviewed by the Service and shall be subject to approval by the Bureau, and upon such approval, shall be attached hereto and made a part hereof and

marked Exhibit "B." The County shall complete the Plan and submit the same to the Bureau on or before the date of execution of this agreement, unless the Bureau consents in writing to an extension of said date. Modifications and amendments to said plan may be made by the parties hereto: Provided, That each party, before submitting any modification or amendment, shall obtain technical review thereof by the Service. After such review and upon approval by the other party, such modification or amendment shall be in full force and effect and shall be annexed to the Plan. Said Plan and any amendment or modifications thereto shall be considered as a guide to the orderly development of the facilities and services in the recreational area, and shall not be construed to commit the County to any period of time within which the facilities and services shown therein shall be established or requiring the County to construct or provide any one particular facility or all of the facilities or services mentioned in the Plan or amendments thereto: Provided, That the County shall not construct or furnish any facility or service which is not included in the Plan or any amendment thereto.

(d) The County may construct, maintain, and operate roads, trails, docks, and other marine facilities, power lines, sanitation facilities, water supplies, communications, camp and picnic grounds, and other facilities and services consistent with the uses for which the premises are to be maintained and administered in accordance with the Plan: Provided, That upon the termination of this agreement by lapse of time or otherwise, the County, at its own cost and expense except as otherwise provided in Subparagraph 4(i), shall

remove all such improvements other than such improvements which the Bureau and the County, by mutual agreement, may allow to remain without cost to the United States, and restore the land as nearly as possible to the condition of the land prior to the construction of such improvements.

(e) The County may issue and shall control, regulate, and administer all licenses, leases, and concession agreements for rendering public service for recreational purposes, and leases and licenses for grazing, cultivation, or other proper uses of the land within the recreational area, in accordance with standards or regulations prescribed or approved by the Bureau and furnished by the Bureau in order that the County may have full knowledge thereof. All such instruments shall be subject to the exceptions set forth in Article 2 and such other provisions for the protection of the interests of the United States as may be required by the Bureau, and shall include also the nondiscrimination clause set forth in Article 10 hereof.

(f) The County is authorized to make and enforce such rules and regulations for the use of the premises as are necessary and desirable to prevent pollution of water and air; protect the health and safety of persons using the recreational area; protect plants, fish, and wild life; protect and conserve the scenic, scientific, aesthetic, historic and archeological resources of the area; and preserve law and order: Provided, That all such rules and regulations shall be consistent with controlling rules and regulations of local, State and Federal regulatory authorities.

(g) The County shall establish and maintain such protective services as may be necessary and practicable for fire prevention in the premises and shall coordinate and cooperate with the Bureau in providing adequate fire protection for the premises.

(h) In carrying out the provisions of this article, the County shall coordinate its activities and cooperate with the Fish and Wildlife Service, Department of the Interior, and the State Fish and Game Commission with respect to the protection of fish and wild life; with the Service with respect to the best and most desirable uses of the premises for park and recreational purposes; with the proper local, State, and Federal agencies with respect to fire protection and other health and safety measures for the benefit of the public.

(i) Net income shall mean income derived from the operation of the recreational area after deducting all expenditures paid or obligated by the County for operation and maintenance. Out of the net income derived each year by the County in the operation, administration, and maintenance of the area described herein, including net income derived from licenses, leases, and concession agreements, the Bureau and the County shall establish a reserve fund to be utilized by the County for the further development of the area. The amount of the annual net income to be set aside in the reserve fund shall be determined by agreement between the County and the Bureau within 120 days after the close of the accounting year as herein defined: Provided, That from and after five (5) years from the date of the execution of this agreement, 50 percent of the net income each year may be set aside for amortization and repayment of capital

expenditures for the development of the area made by the County from County funds derived from any source other than the reserve fund.

In the event the Bureau and the County fail to agree on the amount to be set aside in the reserve fund or account, the decision of the contracting officer of the Bureau shall be final, subject only to appeal within thirty (30) days to the Secretary of the Interior or his duly authorized representative whose decision on such appeal shall be final and conclusive on the parties hereto. The County shall furnish a statement to the Bureau of the extent of the work and materials, labor, and equipment for additional development and the estimated cost thereof, including the estimated cost of any other items involved in the completion of the proposed development, and the reserve fund, if any, may be expended by the County for such development. The accounting year shall be from the 1st day of July to the 30th day of June. The County shall furnish the Bureau with a certified financial statement of income and expenses within ninety (90) days after the close of the accounting year and shall make available to the Bureau for inspection at the Auditor's Office in the Courthouse, Santa Barbara, California, all books, records, accounts, and all other records pertaining to such income and expense. The reserve fund or account may accumulate for any successive ten (10) year period. Any portion of the annual net income not set aside in the reserve fund or for amortization of capital expenditures shall be paid to the Bureau and applied by the Bureau, to the extent it is authorized to do so by law, to the credit of the Cachuma Project. Any amount in the reserve fund in excess of such

accumulation shall not be available to the County for expenditure, but shall be paid immediately to the Bureau and shall be applied by the Bureau to the extent it is authorized to do so by law to the credit of the Cachuma Project: Provided, That the Bureau may permit accumulations for longer than ten (10) years when in the opinion of the contracting officer of the Bureau, whose decision in the matter shall be final, the failure of the County to make expenditures for the development of the recreational area is caused by conditions beyond its control and without its fault or negligence. Upon termination of this agreement, by lapse of time or otherwise, the unobligated and unexpended portion of the reserve fund may be expended by the County only for the purpose of removing improvements from the recreational area and restoring the land as nearly as possible to the condition of the land prior to the construction of said improvements, as referred to in subdivision (d) of section 4. Any balance in the reserve fund not expended for such purposes shall be paid to the Bureau.

5. Right to continue construction. The Bureau reserves the right to continue the construction, operation, and maintenance of any Federal reclamation project, including facilities now located on the premises, or to be located thereon as provided in section 8 hereof.

6. Ingress and egress. The United States and its officers, agents, employees, contractors, licensees, and permittees, shall, at all proper times and places, have the right freely to have ingress to, passage over, and egress from all the premises, for the purpose of enforcing, exercising, and protecting the rights described and reserved by this agreement.

7. National Park Service assistance. The Service agrees to:

(a) Review and approve or disapprove in writing any modification or amendment to the Plan submitted to it by the Bureau or the County, and

(b) Upon request by the Bureau, advise and counsel the Bureau with respect to public services in the premises relating to the development and management of recreational facilities.

8. Jurisdiction over land. The immediate jurisdiction, control, and administration of the premises shall be under the control of the Bureau subject to the primary use and disposal of these lands under the Act of June 17, 1902 (32 Stat. 388), and acts supplementary thereto and amendatory thereof: Provided, however, That such primary use and disposal shall be exercised to the exclusion of the County only when, in the opinion of the Regional Director of the Bureau, the premises are required for use or disposal under the Federal reclamation laws by reason of material changes in the economics of land use or by reason of the need for the use of the premises in connection with any reclamation project authorized by the law of the United States.

9. Risk-damages. To the extent that the County is legally authorized to assume this obligation, it shall be solely responsible for, and shall indemnify and save the United States harmless from and against any liability for any injury to any person or any damage to any property caused by or resulting in any manner from the County's exercise of the privileges or rights granted by this agreement.

10. Nondiscrimination clause. The County shall not discriminate against any employee or applicant for employment because of race, creed,

color, or national origin, and shall require an identical provision to be included in all subcontracts: Provided, however, That this clause does not refer to, extend to, or cover the business or activities of the County which are not related to, or involved in the performance of this agreement.

11. Termination of agreement. This agreement shall terminate and all rights of the County hereunder shall cease, and the County shall quietly and peaceably deliver to the Bureau possession of the premises subject to the provisions of subarticle 4(d) and in like conditions as when taken, reasonable wear and tear by the elements excepted:

(a) At the expiration of the term as provided in Article 3. 2003

(b) Upon six months' written notice by the United States, if legislation, which is inconsistent with the purposes of this agreement, or which requires other use of the premises, is enacted by the Legislature of the State of California or the Congress of the United States.

(c) At the expiration of six months after service of written notice by the United States that the Bureau requires the use of the land in accordance with Article 8.

(d) Upon failure of the County to observe any of the conditions, exceptions, or reservations set forth in this agreement, the United States shall give written notice to the County of the obligations of the County on which it has defaulted or the provisions of the agreement that have been violated and shall give the County ninety (90) days in which to initiate measures to cure the default or correct the violations. This agreement shall terminate on the 90th day following

service of a written notice on the County of its failure to initiate measures to cure the default. The County shall promptly and expeditiously conclude measures taken to cure the default or to correct the violations.

In the event of termination of this agreement for any cause, the County and the lessees, licensees, permittees, and concessioners of the County shall be permitted to continue the exercise of the privileges granted by their leases, licenses, permits, or contracts under the supervision of a new administering agency, or an arrangement for continued operations, or for sale or removal of improvements within a reasonable time shall be permitted by the Bureau.

12. Transfer of interest. Except as specifically provided in Article 4(e), the County shall not assign this agreement or any interest therein without the written consent of the Bureau.

13. Officials not to benefit. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the contract be for the general benefit of such corporation or company.

14. Successors in interest to be obligated. The provisions of this agreement shall apply to and bind the assigns of the United States and the County.

IN WITNESS WHEREOF, The parties have hereunto set their names as
of the date first above written.

THE UNITED STATES OF AMERICA

By *H. W. Sweeney*
Bureau of Reclamation

By *Conrad Worth*
National Park Service *Conrad L. N.*

COUNTY OF SANTA BARBARA

By *Paul E. Stewart*
Chairman, Board of Supervisors

ATTEST:

J. E. Lewis
J. E. LEWIS, County Clerk