RECORDING REQUESTED BY:

Paavo Ogren
Director of Public Works
County Government Center, Room 207
San Luis Obispo, California 93408

AND WHEN RECORDED MAIL TO:

Executive Director
California Coastal Commission
725 Front Street Suite 300
Santa Cruz, California 95060

APN: 038-172-(028, 029, 030, 031)

DEED RESTRICTION

THIS DEED RESTRICTION (hereinafter referred to as "Agreement") is made and executed on this ____day of_____, 20___by the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "Owner".

RECITALS:

A. Owner is the record owner of certain real property located in the coastal zone in the unincorporated area of the County of San Luis Obispo, State of California, commonly known as the Santa Ysabel Avenue Pump Station Property, Los Osos, California 93402, and is more particularly described in Exhibit A attached hereto and incorporated by reference herein as though set forth in full (hereinafter referred to as "Owner's Property").

B. Owner submitted an application to the California Coastal Commission for a coastal development permit to authorize the construction and operation of a community sewer system, including a treatment plant, collection/disposal/reuse facilities, and all associated development and infrastructure which will take place, in part, on Owner's Property (hereinafter referred to as the "Project").

C. On or about September 7, 2010, the Executive Director of the California Coastal Commission issued Coastal Development Permit A-3-SLO-09-055/069 (hereinafter referred to as the "Permit") to authorize the Project. Approval of the Permit

was subject to terms and conditions ("Conditions of Approval"), including but not limited to the following conditions:

3. Habitat Management Plan. PRIOR TO CONSTRUCTION, the Permittee shall submit two copies of a Habitat Management Plan to the Executive Director for review and approval. The Habitat Management Plan shall provide for restoration and enhancement of the following areas to self-sustaining natural habitat states, and for management and protection of such areas as habitat areas in perpetuity:

   d. Pump Station Sites. The roughly 0.1-acre Sunny Oaks site, the 0.4-acre Solano site, and the 0.3- acre East Ysabel site (see Exhibit 2), a total of almost one acre, of which a small area at each site (approximately 0.32 total acres, subject to special condition I requirements) is allowed to be used for pump station and related development, provided these areas, too, are subject to [Habitat Management Plan] requirements designed to ensure habitat value at the pump station locations as much as possible while recognizing the underlying pump station infrastructure and its ongoing use and maintenance requirements.

   The Habitat Management Plan shall require and provide for the Broderson site to be acquired prior to construction and granted by June 10, 2012 to an appropriate agency or conservation organization approved by the Executive Director, where such grant shall include funding adequate to implement the Habitat Management Plan over time. The Habitat Management Plan shall require and provide for the use of the Broderson, Giacommazi, Midtown, and Pump Station sites each to be restricted through recordation of a deed restriction, prohibiting all non resource-dependent development on each site, other than that associated with the approved project and consistent with the approved Habitat Management Plan. The required deed restriction shall be in a form and content acceptable to the Executive Director and recorded free of prior liens and any other encumbrances that the Executive Director determines may affect the enforcement of the deed restriction.

D. The Conditions of Approval provide that all conditions must be strictly adhered to and that failure to comply with the conditions may result in enforcement action or revocation of the Permit.

E. Owner has elected to comply with the Conditions of Approval, including Condition 3, and to execute and record this Agreement.

F. Owner represents that the County owns Owner's property in fee and that there are no trust deed beneficiaries or mortgagees.

NOW, THEREFORE, in consideration of the Coastal Commission granting approval of the Permit, Owner does hereby covenant and agree that there be and hereby is created the following restrictions on the use and enjoyment of Owner's Property, to be attached to and become a part of the deed to Owner's Property as follows:

1. Recitals. The above Recitals are incorporated herein by reference as though fully set forth in full.

2. Covenants of Owner. Owner hereby irrevocably agrees that the Owner's Property shall be subject to and bound by the following covenants:

(a) No use that is not dependent on the environmentally sensitive habitat on and within the Owner's Property shall be allowed anywhere on Owner's Property, except for the uses approved in the Los Osos Wastewater Project and consistent with the approved Habitat Management Plan, related thereto, under Permit No. #A-3-SLO-09-055/069.

(b) No advertising of any kind or nature shall be located on or within the Owner's Property.

(c) No vegetation shall be planted or permitted to be planted upon the Owner's Property that is inconsistent with the hereinabove described Habitat Management Plan.

(d) Except for grading and surfacing of roads and improvements related to the approved Los Osos Wastewater Project and consistent with the approved Habitat Management Plan, related thereto, under the Permit, the general topography of the landscape shall be maintained in its present condition and no grading, excavation, or topographic changes shall be made.

(e) No use of the Owner's Property which will or does materially alter the landscape or other scenic features of the property, other than those specified herein, shall be done or suffered in use of Owner's Property.

(f) Natural resources shall not be extracted from Owner's Property, except for development of underlying water rights.

(g) There shall be no cutting of timber, trees, or other natural growth, except as may be required to implement the Habitat Management Plan.

(h) The Owner's Property or any portion thereof shall not be used as a storage area.

(i) The Owner's Property or any portion thereof, temporarily or otherwise, shall not be used as a dump site; no material whatsoever which is not indigenous or natural to the Owner's Property shall be deposited or allowed to be deposited on the property.

(j) The Owner's Property shall not be covered in whole or in part with any asphalt, stone, concrete, or other material which does not constitute natural cover for the land nor otherwise disturb the natural cover of the land unless otherwise authorized by the provisions of this agreement.

3. Excepted Uses. Notwithstanding the provisions of the paragraphs above, the following property rights in the Owner's Property are allowed:

(a) The right and obligation to implement the Habitat Management Plan pursuant to Permit #A-3-SLO-09-055/069 for purposes of preserving, restoring, enhancing, and monitoring the Owner's Property in its natural, restored, or enhanced condition.

(b) The right to construct, operate, and maintain the uses approved under Permit No. #A-3-SLO-09-055/069 for the Los Osos Wastewater Project and consistent with the approved Habitat Management Plan, related thereto.

(c) The right to erect public information, environmental interpretive and directional signs in a manner consistent with Permit No. #A-3-SLO-09-055/069 for the Los Osos Wastewater Project and consistent with the approved Habitat Management Plan, related thereto.

4. Duration. This Agreement shall run with the land and shall be binding upon the Owner, any future owners, their successors, heirs or assigns and shall continue in effect until this Agreement is canceled by the authority of the California Coastal Commission following prior Commission approval of an amendment to the above Coastal Development Permit authorizing termination and cancellation of this Agreement. Cancellation shall be effective only upon recordation in the office of the San Luis Obispo

County Recorder of a Notice of Cancellation of this Agreement duly approved and signed by all parties hereto.

5. Survival of Covenants. This agreement shall constitute a servitude upon and burden to Owner's Property within the meaning of Section 3712(d) of the California Revenue and Taxation Code, or successor statute, and shall survive any conveyance of Owner's Property, by a tax sale or otherwise.

6. Right of Entry. The Director of the California Coastal Commission or his officers, agents, and employees may enter onto Owner's Property upon at least twenty-four (24) hours prior written notice to Owner to ascertain whether the covenants and restrictions set forth in this Agreement are being observed and performed.

7. Enforcement. This Agreement and the provisions hereof are irrevocable and non-modifiable except by the written consent of all parties to this Agreement. The California Coastal Commission shall have the right to enforce each and every provision hereof and the parties agree that this Agreement shall not be rescinded, revoked, modified or otherwise amended or changed, without the express written consent of the California Coastal Commission first obtained after prior California Coastal Commission approval of an amendment to the Coastal Development Permit authorizing such action as described in Paragraph 4 above. This Agreement shall be entitled to the remedy of injunctive relief in addition to any other remedy in law or equity.

8. Severability. Invalidation of any one of the restrictions contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

9. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Director of Public Works, County Government Center, Room 207, San Luis Obispo, California 93408. Notices required to be given to Coastal Commission shall be addressed as follows: Executive Director, California Coastal Commission, 725 Front Street Suite 300, Santa Cruz, California 95060. Provided that any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. Recording of Agreement. Owner requests that this Agreement be recorded in the office of the San Luis Obispo County Recorder, and such recordation shall serve as constructive notice of the restrictions and obligations contained herein to be performed and observed by Owner and the successors in interest to all or any portion of Owner's Property.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the day and year first above written.

COUNTY OF SAN LUIS OBISPO

Date: _____

By: _____
Chairperson of the Board
County of San Luis Obispo
State of California

ATTEST:

_____
County Clerk and Ex-Officio Clerk of the
Board of Supervisors, County of San Luis Obispo,
State of California

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:
WARREN R. JENSEN
County Counsel

By: _____
Deputy County Counsel

Date: 5.1.2012