FIRST AMENDMENT TO THE LEASE BETWEEN

THE COUNTY OF SAN LUIS OBISPO AND

DANA ADOBE NIPOMO AMIGOS, INC.

This **FIRST AMENDMENT** is to that certain lease ("Lease") dated August 11, 2009 by and between the County of San Luis Obispo, hereinafter referred to as "County", and Dana Adobe Nipomo Amigos, Inc., hereinafter referred to as "DANA" or "Lessee."

RECITALS

WHEREAS, the County of San Luis Obispo currently leases approximately 100 acres of County owned real property adjacent to the Dana Adobe ("Premises") to the Dana Adobe Nipomo Amigos, Inc., whose mission is to promote development of the Rancho Nipomo Historic Park; and

WHEREAS, said current Lease is for a term of Ninety-Nine years unless earlier terminated; and

WHEREAS, said Lease has provisions to facilitate mitigation for County projects; and

WHEREAS, the County desires to use an approximately 22.9 acre portion of the Premises, as shown on Exhibit "A" attached hereto and incorporated herein by reference, hereinafter "Mitigation Area" to accommodate oak tree mitigation measures. "Oak Tree Mitigation Project" means the oak tree mitigation within the 28.9 +/- acre conservation easement area ("Conservation Easement Area") which is described in the Deed of Conservation Easement for the Willow Road Extension/101 Interchange Project, attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, said Oak Tree Mitigation Project is consistent with DANA's vision statement and plan for the Premises; and

WHEREAS, the County is responsible to implement and maintain said oak tree mitigation until such time as the Oak Tree Mitigation Project is accepted as complete by the State authority having such jurisdiction and authority; and

WHEREAS, in the event DANA develops trails within the Mitigation Area, DANA shall be solely responsible for the maintenance of said trails and any damage that may occur due to the installation or use of said trails; and

WHEREAS, the County will need water to establish and maintain the oak trees in the Mitigation Area; and

WHEREAS, there is an existing water well located on the Premises and DANA is willing to share said water well for a period of time sufficient for the successful development of the oak trees in the Mitigation Area; and

WHEREAS, the County desires to bring electrical service to the water well at County's sole cost and expense; and

WHEREAS, DANA agrees to allow the County to execute an easement for said electrical service; and

WHEREAS, in addition to the water well, County needs the use of the existing 4,000 gallon water storage tank, adjacent to said water well and DANA is willing to allow County the use of said water storage tank for a period of time sufficient for the successful development of the oak trees in the Mitigation Area; and

WHEREAS, County has agreed to fence the Mitigation Area at County's sole cost and expense; and

WHEREAS, DANA has agreed to maintain said fence at its sole cost and expense, once the County has installed said fence; and

WHEREAS, DANA has agreed to refrain from grazing cattle on the Mitigation Area for a period of seven (7) years or until such time as the Oak Tree Mitigation Project is accepted as complete by the State authority having such jurisdiction.

NOW, THEREFORE, in consideration of mutual covenants, promises and conditions herein set forth, the parties hereto mutually covenant and agree and hereby amend the Lease as follows:

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

2. County shall have the right to access and utilize the Mitigation Area within the Premises for the Oak Tree Mitigation Project.

3. County has the right to place a Conservation Easement over said 28.9 acre Conservation Easement Area, which includes approximately 6 acres of riparian habitat, in a form similar to the Conservation Easement attached hereto as Exhibit B.

4. Any trails developed by DANA in the Mitigation Area shall be maintained by DANA at DANA's sole cost and expense. Any damage caused by DANA or its officers, employees, contractors, or invitees, shall be the responsibility of, and remedied by, DANA.

5. County shall have the non-exclusive use of and access to the existing water well located on the Premises. County may install power lines to service the water pump over the Premises.

   County will be responsible for the electric bill and maintenance of the water well and associated pump for seven (7) years or until such time as the Oak Tree Mitigation Project is accepted as complete by the State authority having such jurisdiction and authority.

6. County may have the non-exclusive access to and use of the existing approximately 4,000 gallon water storage tank located on the Premises.

7. County will construct a fence around the Mitigation Area at County's sole cost and expense, but DANA will be responsible for the maintenance of said fence.

8. DANA agrees to withhold cattle grazing from the Mitigation Area for a minimum of seven (7) years or until such time as the Oak Tree Mitigation Project is accepted as complete by the State authority having such jurisdiction and authority.

9. Paragraph 9 Maintenance shall be amended to read:
   Maintenance: Lessee, at Lessee's sole cost and expense, shall maintain and keep the Premises and every structural portion thereof in good state of repair during the term of this Lease Agreement and shall not, at any time, commit or suffer to be committed any waste, nuisance, or unlawful act thereon. County shall have the right to inspect the Premises at any reasonable time to protect the health, safety and welfare of individuals using the Premises. Lessee shall promptly repair or correct any problem identified in writing by the Director or designee. Should Lessee fail or neglect to make such repairs as necessary to: (a) protect the health, safety or welfare of individuals using the Premises; and/or (b) protect the financial value or worth of facilities and improvements on the Premises, the Director or designee may, after thirty (30) days written notice to Lessee, make said repairs and charge Lessee for same and Lessee shall reimburse County for said costs upon demand.

   Notwithstanding the above, Lessor shall maintain the Oak Tree Mitigation Project until such time as the Oak Tree Mitigation Project is accepted as complete by the State authority having such jurisdiction and authority.

All other provisions of said Lease shall continue in full force and effect.
//////////////////////**NOTHING FURTHER PAST THIS POINT**//////////////////////

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment this _____ day of _____, 2012.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors this
____ day of _____, 2012.

ATTEST:

_____
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN, JR.
County Counsel

By: _____
Deputy County Counsel

Lessee: Dana Adobe Nipomo Amigos, Inc.

By: _____
Co-President, Board of Directors

By: _____
Co-President, Board of Directors

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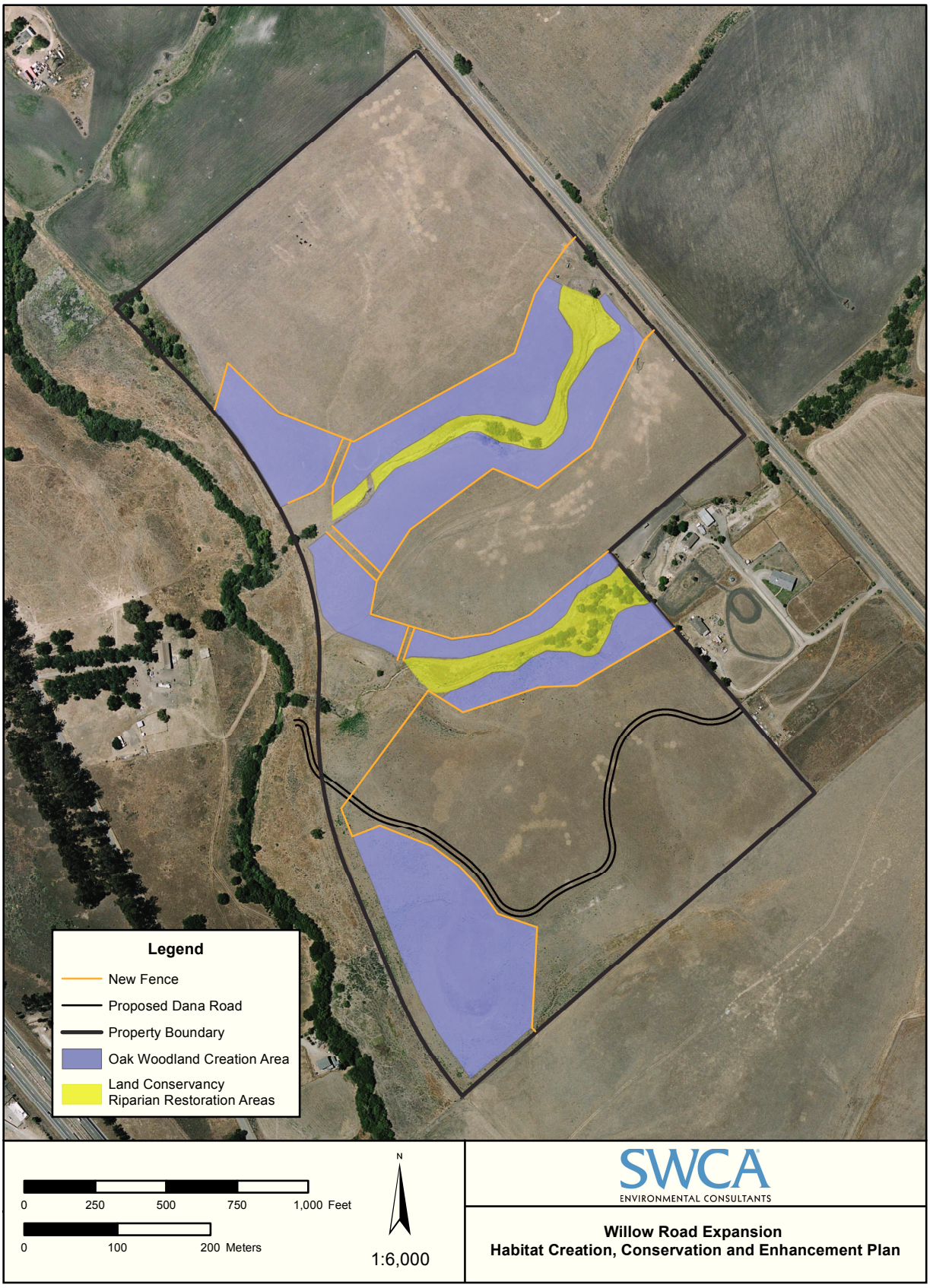
Legend
New Fence
Proposed Dana Road
Property Boundary
Oak Woodland Creation Area
Land Conservancy
Riparian Restoration Areas
0 250 500 750 1,000 Feet
0 100 200 Meters
N
1:6,000
SWCA
ENVIRONMENTAL CONSULTANTS
Willow Road Expansion
Habitat Creation, Conservation and Enhancement Plan

EXHIBIT B

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

THE LAND CONSERVANCY OF
SAN LUIS OBISPO COUNTY
547 Marsh Street
San Luis Obispo, CA 93401

(Space above line for Recorder's use only)

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT ("Conservation Easement") is made this ___day of _____ 2012, ("Effective Date") by the County of San Luis Obispo, a political subdivision of the State of California, having an address at 1087 Santa Rosa Street, San Luis Obispo, CA 93408 ("Grantor"), in favor of The Land Conservancy of San Luis Obispo County, a California non-profit corporation qualified to do business in California, having an address at 547 Marsh Street, San Luis Obispo, CA 93401 ("Grantee").

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of certain real property located in San Luis Obispo County, California of approximately 100 acres, which comprises the Rancho Nipomo Historic Site, and is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, Grantor intends to grant to Grantee a Conservation Easement over certain portions of the Property containing the riparian areas of Adobe Creek and Carillo Creek and adjacent upland areas suitable for oak woodland restoration, more particularly described in Exhibit B and depicted in Exhibit C attached hereto and incorporated by this reference (the "Easement Area"); and

WHEREAS, the Easement Area is comprised of scenic open space and natural habitat totaling approximately 28.9 acres that is currently in use for education, passive recreation, and riparian land restoration, as well as wildlife habitat, historic and cultural landscape preservation; and

WHEREAS, the Grantor desires to conserve and protect the scenic open space and natural habitat of the Easement Area by granting to the Grantee, exclusively to serve this conservation purpose, this Conservation Easement which will restrict the future use of the Easement Area in perpetuity; and

WHEREAS, Grantor intends that these scenic, open space and natural habitat values (collectively the "Conservation Values") of the Easement Area be preserved and maintained by the continuation of land use patterns, including, without limitation, those

relating to land restoration, passive recreation, outdoor education, research, and similar low intensity activities that do not significantly impair or interfere with those values; and

WHEREAS, Grantor is authorized to grant and convey to Grantee this Conservation Easement and all of the rights conveyed to Grantee described herein; and

WHEREAS, Grantor further intends, as owner of the Property and Easement Area, to convey to Grantee the right to preserve and protect the Conservation Values of the Easement Area, in perpetuity, in order to implement certain mitigation measures for the Willow Road Extension Project ("Willow Road Extension Project") as set forth in the Willow Road Extension Project Environmental Impact Report prepared pursuant to the California Environmental Quality Act and adopted by the Board of Supervisors of the County of San Luis Obispo on May 9, 2006; and

WHEREAS, Grantor has previously leased the Property (including the Easement Area) to Dana Adobe Nipomo Amigos ("Dana Adobe") pursuant to a 99 year Lease Agreement, dated August 11, 2009 ("Dana Adobe Lease"), for the primary purpose of establishing, managing, operating and maintaining a Rancho Nipomo Historic Site; and

WHEREAS, Grantee is a "qualified organization" as defined by Section 170(h)(3) of the Internal Revenue Code and is eligible to hold this Conservation Easement pursuant to Section 815.3 of California Civil Code. Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Section 501(c)(3) of the Internal Revenue Code whose primary purpose is the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition; and

WHEREAS, the specific Conservation Values of the Easement Area, together with existing structures and improvements and mitigation to be implemented in the Easement Area ("Mitigation Measures") for the Willow Road Extension Project are documented in that certain report entitled, "Habitat Creation, Conservation, and Enhancement Plan for the Willow Road Extension/US.101 Interchange, Nipomo, San Luis Obispo County, California," dated May, 2010 ("Baseline Report").The Baseline Report is on file with both Grantor and the Grantee and is incorporated herein by reference. The Baseline Report consists of narrative description, maps, photographs, and other documentation that the parties agree provides an accurate representation of the Easement Area at the time of this grant and the Mitigation Measures to be implemented in the Easement Area. The Baseline Report is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Easement.

WHEREAS, on _____ 2012, the Board of Trustees of The Land Conservancy of San Luis Obispo County, the governing body for the Grantee, passed a resolution authorizing the acceptance of the Conservation Easement, and all the rights and responsibilities accruing therefrom, including monitoring, enforcement, stewardship, and the upholding of its conservation purpose.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of California and in particular Sections 815 and 816 of the California Civil Code - Conservation Easements, Grantor hereby voluntarily grants and conveys to the Grantee a Conservation Easement in gross in perpetuity over the Easement Area, which shall be a servitude running with the land. Every provision of this Conservation Easement that applies to Grantor and Grantee shall also apply to and be binding upon their respective agents, heirs, beneficiaries, executors, administrators, successors, and assigns.

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

2. **Purpose.** The Purpose of this Conservation Easement is to assure that the Easement Area, subject to the existing uses and reserved and conditional rights described herein, will be retained forever in its scenic open space and to prevent any use within the Easement Area that will significantly impair or interfere with the Conservation Values of the Easement Area. Grantor intends that this Conservation Easement will confine the use of the Easement Area to such activities, including, without limitation, those relating to land restoration, implementing and maintaining the Mitigation Measures, passive recreation, outdoor education, research, and similar low intensity activities that are consistent with the purpose of this Conservation Easement.

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

a) To preserve and protect the Conservation Values of the Easement Area.

b) To enter upon the Easement Area, and make use of any access to the Easement Area that Grantor has right to, at reasonable times, in order to monitor Grantor's compliance with and otherwise enforce the terms of this Conservation Easement, and to study and to make scientific observations; provided that such entry for monitoring purposes shall be upon prior reasonable written notice to Grantor and Dana Adobe and/or their successors and assigns.

c) To prevent any activity on or use of the Easement Area that is inconsistent with the Purpose of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use, pursuant to paragraph 7.

d) To place informational signs upon publicly visible locations of the Property or Easement Area which identify the Easement Area as being protected by this Conservation Easement, and to place interpretive displays and exhibits which discuss the resources within or adjacent to the Easement Area. The number and location of any signs on the Property outside the Easement Area are subject to the prior written approval of Dana Adobe or its successors and/or assigns.

4. Prohibited Uses. Any activity on or use of the Easement Area by Grantor inconsistent with the Purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a) Division, Subdivision, or partitioning of the Easement Area in any way.

b) New buildings, structures, or other improvements, other than those specified herein as reserved or conditional rights.

c) Waste dumps or dumping of any kind, except for the spreading of mulch, manure, wood chips, or other organic material for the purposes of soil building or erosion control, or the placing of decomposed granite or like material for walkways, paths, trails, or related uses around the well-site.

d) Coverage of land by asphalt, concrete, or other material that does not constitute a natural cover for the land.

e) Alteration of the land surface through grading or soil dumping or trenching, except as may be necessary for activities related to reserved or conditional rights.

f) Surface mineral development or mining of any kind.

g) Cutting or removal of native trees, shrubs, or other vegetation within the Easement Area, except as necessary for fire protection, thinning for flood control measures, elimination of diseased growth, and similar protective measures.

h) Placement of rip-rap or other fill material within the riparian areas of the Easement Area except as may be permitted to stabilize the channel to protect wildlife habitat or otherwise prevent soil erosion or flooding; the manipulation of any water course except as may be permitted for wildlife enhancement purposes; the diversion, or export of any water resources on or beneath the Easement Area, regardless of any legal water right accrued by virtue of ownership of the Property.

i) Any use that would substantially add to the risk of erosion.

j) Installation of new above-ground utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related activities and equipment, except for any irrigation systems.

k) Grazing, penning, or the keeping and use of animals, except as provided for in Paragraph 5(b).

5. Grantor's Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, tenants, lessee's and assigns, all rights accruing from their ownership/lease of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property and Easement Area, on, over, and under, that are not expressly prohibited herein and are not inconsistent with the Purpose of this Conservation Easement, without further approval by Grantee. Without limiting the generality of the foregoing, the following rights are expressly reserved:

a) The right to all uses and occupancy of, and ingress and egress to and from, the Property consistent with this Conservation Easement.

b) The right to undertake restoration projects within the Easement Area which promote wildlife habitat functions or soil stabilization and reduce erosion in accordance with sound, generally accepted practices. Such practices may include the use of livestock for weed control and site preparation.

c) Passive recreational activities, including hiking, sightseeing, and similar low intensity uses.

d) Educational activities and tours.

e) The right, but not the obligation, to modify the Property and vegetation and improvements located thereon, as appropriate, to protect against fire, flood or other natural disaster, and/or to restore damage to the Easement Area that may be caused by fire, flood, storm, earth movements, or acts beyond the Grantor's control.

f) The right to maintain, repair, restore, or replace all existing private roads, access, paths, fences, gates, bridges, trails, wells, and structures depicted in the Baseline Report, in substantially the same or suitably similar size and location, that have been lawfully erected and maintained within the Easement Area, and to continue any and all legally permitted uses pertaining to these amenities, provided that such repair or replacement does not substantially interfere or impair the Conservation Values.

g) The right to construct, repair, and replace fence(s) along the perimeter of the Easement Area to demarcate and protect the Easement Area; provided, however, that such fence is constructed and designed to allow for the movement of wildlife.

h) The right to use motorized vehicles, including off-road vehicles, as needed for maintenance, repair, remove or other acts within the Easement Area as allowed in this Conservation Easement.

i) The removal or cutting of trees, shrubs or other vegetation if required for (i) fire breaks or removal of fire hazardous material; (ii) fire maintenance of existing or

future trails or roads; or (iii) prevention or treatment of disease and similar protective measures.

j) The construction and maintenance of signs as necessary to: (i) identify the Easement Area, (ii) denote rules or activities that are acceptable within the Easement Area, and/or (iii) provide educational or interpretive information.

k) The right to maintain and repair existing utility lines and any irrigation lines placed within the Easement Area.

l) Activities and uses undertaken by Dana Adobe or its assigns pursuant to a San Luis Obispo County approved Master Plan. Activities and uses may include, but are not limited to the construction, installation, and maintenance of: educational components (such as interpretive displays and exhibits), recreational components (such as multi-use trails, benches, and other passive recreation), infrastructure (such as directional signs, kiosks, fencing, emergency access through the Property, and staging areas for agricultural or trail parking), agricultural uses, restoration and landscaping activities, and other similar uses/activities that are consistent with the County's General Plan and Land Use Ordinance. All activities/uses associated with such improvements will be undertaken using best practices so as to minimize damage or disruption to the Easement Area.

m) The right to implement and maintain the Mitigation Measures.

6. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the Purpose of this Conservation Easement. If Grantee does not respond to Grantors' written request to undertake certain permitted activities, as provided in paragraph 5, then such activity shall be deemed approved.

7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore the portion of the Easement Area so injured. If Grantor fails to cure the violation within sixty (60) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60)-day period, fail to begin curing such violation within the sixty (60)-day period, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, consistent with the terms of Government Code section 51086.

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

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

10. Access. No right of access by the general public to any portion of the Easement Area is conveyed by this Conservation Easement. Access shall continue to be in accordance with reasonable regulation as set forth by Grantor and / or Dana Adobe pursuant to a final, approved Master Plan and the Dana Adobe Lease.

11. Maintenance of the Easement Area. Grantee shall not be responsible for maintenance of the Easement Area. Notwithstanding the foregoing, Grantee shall be responsible for maintenance, repair, and restoration of Grantee's riparian restoration project within the Easement Area ("Riparian Restoration Project") which is the subject of that certain Use Permit No. 113R07P419 executed by Grantor and Grantee on or about November 10, 2008 ("Use Permit"). The Riparian Restoration Project is shown in Figure 3 of the Baseline Report.

12. Taxes. Grantee recognizes and understands that this Conservation Easement may create a possessory interest subject to property taxation and that Grantee will be subject to payment of taxes levied on such interest.

13. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Grantee Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Grantee Indemnified Parties; (2) hazardous substances or waste, and the liabilities and obligations of an "owner" or "operator" as defined and used in environmental law, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; and (3) the obligations specified in paragraphs 11.

Grantee shall hold harmless, indemnify, and defend Grantor and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Grantor Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with the existence or administration of this Conservation Easement, including the injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Grantor Indemnified Parties.

14. Extinguishment. If circumstances arise in the future that render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Grantee shall use all such proceeds, if any, in a manner consistent with the Purpose of this Conservation Easement.

15. Other Easements of Record. Nothing contained in this Conservation Easement shall limit or affect any easements that are of record and that have been hereto granted by Grantor on, over, under, or across the Property or Easement Area, or any portion thereof.

16. Condemnation. If the Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, the provisions of this Conservation Easement will be null and void as to the interest in the Property condemned or acquired, and Grantee shall not be entitled to any compensation. Nothing contained in this Conservation Easement shall limit or affect in any way the Grantor's ability to exercise its power of eminent domain over the Property or the Easement Area.

17. Assignment. This Conservation Easement is transferable; however, Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is deemed mutually acceptable by both parties and that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under state statute (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the Purpose of this Conservation Easement continue to be carried out.

18. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest or licensed use, and subject to the provisions contained in paragraphs 4 through 7. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The

failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

19. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement as may be requested by Grantor.

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

To Grantor: Janette D. Pell, Director
County of San Luis Obispo
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408

To Grantee: Robert A. Hill, Executive Director
The Land Conservancy of San Luis Obispo County
P.O. Box 12206
San Luis Obispo, CA 93406

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

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

22. General Provisions.

a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California.

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

c) Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application

of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supercedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. Any alterations, changes or modifications to this Conservation Easement must be in writing and executed by both Grantor and Grantee.

e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity.

g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Easement Area or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

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

i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

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

IN WITNESS WHEREOF, the parties hereto have executed this document on the day and year first written above.

COUNTY OF SAN LUIS OBISPO:

By: _____

Chairperson of the Board of Supervisors

Approved by the Board of Supervisors this

_____ day of _____, 2012.

ATTEST:

_____

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN

County Counsel

By: _____

Deputy County Counsel

Date: _____

The Land Conservancy of San Luis Obispo County

By: _____

Lisa Wise, President, Board of Trustees

Date: _____

State of California
County of San Luis Obispo
San Luis Obispo
On_____before me_____ ,
notary public, personally appeared_____
who 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.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature
_____ (Seal)

DANA ADOBE HEREBY CONSENTS TO THE ABOVE DEED OF CONSERVATION EASEMENT DANA ADOBE NIPOMO AMIGOS, INC.

By: _____ Date: _____
Co-President

By: _____ Date: _____
Co-President

State of California
County of San Luis Obispo
San Luis Obispo

On _____ before me, _____, notary public, personally appeared

_____

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____
(Seal)

State of California
County of San Luis Obispo
San Luis Obispo

On _____ before me, _____, notary public, personally appeared,

_____

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____
(Seal)

STATE OF CALIFORNIA)

) ss.

COUNTY OF SAN LUIS OBISPO)

On _____, before me,_____ Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared_____ _____,. who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that **he/she** executed the same in his/her authorized capacity, and that by **his/her** signature on the instrument the person, or the entity upon of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JULIE L. RODEWALD, County Clerk-
Recorder and Ex-Officio Clerk of
the Board of Supervisors

By: _____
Deputy County Clerk-Recorder

(SEAL)

SCHEDULE OF EXHIBITS:

Exhibit A – Legal Description of Property

Exhibit B – Legal Description of Easement Area

Exhibit C – Depiction of Easement Area

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

A.P.N.: 090-171-032 and 090-171-030 and 090-171-031

Exhibit A:

PARCEL 1: (APN: 090-171-032)

PARCEL 1 OF LOT LINE ADJUSTMENT COAL 04-0503, ACCORDING TO THE CERTIFICATE OF COMPLIANCE RECORDED MAY 11, 2006 AS INSTRUMENT NO. 06-32935 OF OFFICIAL RECORDS, BEING A PORTION OF LOT 26 OF RANCHO NIPOMO, IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED JUNE 11, 1980 IN BOOK A, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 1 OF PARCEL MAP CO 67-81, AS PER MAP RECORDED IN BOOK 3 OF PARCEL MAPS, PAGE 78, RECORDS OF SAID COUNTY;

THENCE NORTH 42°00'00" WEST, ALONG THE SOUTHERLY LINE OF PARCELS 1, 2 AND 4 OF SAID PARCEL MAP, A DISTANCE OF 1118.68 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL 4;
THENCE NORTH 48°00'00" EAST, ALONG THE NORTHWESTERLY LINE OF PARCELS 3 AND 4 OF SAID PARCEL MAP, A DISTANCE OF 652.20 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF THE COUNTY ROAD FROM ARROYO GRANDE TO SANTA MARIA, SAID POINT BEARS SOUTH 42°00'00" EAST, A DISTANCE OF 1118.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 26; THENCE NORTH 42°00'00" WEST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 561.75 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 30°37'16" WEST; 635.45 FEET,
THENCE NORTH 70°16'49" WEST; 241.42 FEET,
THENCE SOUTH 58°34'47" WEST, 250.04 FEET,
THENCE SOUTH 35°16'50" WEST, 628.50 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE PACIFIC COAST RAILROAD RIGHT OF WAY;
THENCE NORTHWESTERLY, ALONG SAID EASTERLY LINE, TO STAKE AD 2;
THENCE NORTH 48°30'00" EAST, A DISTANCE OF 1410.42 FEET, TO STAKE AD 1 SITUATED AT A POINT ON THE SOUTHWESTERLY LINE OF SAID COUNTY ROAD, DISTANT SOUTH 42°00'00" EAST, 1320.00 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 26;
THENCE SOUTH 42°00'00" EAST, ALONG SAID COUNTY ROAD, A DISTANCE OF 1217.31 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

PARCEL 2: (APN: 090-171-030)

PARCEL 2 OF LOT LINE ADJUSTMENT COAL 04-0503, ACCORDING TO THE CERTIFICATE OF COMPLIANCE RECORDED MAY 11, 2006 AS INSTRUMENT NO. 06-32936 OF OFFICIAL RECORDS, BEING A PORTION OF LOT 26 OF RANCHO NIPOMO, IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED JUNE 11, 1980 IN BOOK A, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 1 OF PARCEL MAP CO 67-81, AS PER MAP RECORDED IN BOOK 3, OF PARCEL MAPS, PAGE 78, RECORDS OF SAID COUNTY;

THENCE NORTH 42°00'00" WEST ALONG THE SOUTHERLY LINE OF PARCELS 1, 2 AND 4 OF SAID PARCEL MAP A DISTANCE OF 960.48 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, NORTH 42°00'00" WEST, A DISTANCE OF 158.20 FEET, TO THE MOST WESTERLY CORNER OF SAID PARCEL 4;
THENCE NORTH 48°00'00" EAST, ALONG THE NORTHWESTERLY LINE OF PARCELS 3 AND 4 OF SAID PARCEL MAP, A DISTANCE OF 652.20 FEET, TO A POINT IN THE SOUTHERWESTERLY LINE OF THE COUNTY ROAD FROM ARROYO GRANDE TO SANTA MARIA, SAID POINT BEARS SOUTH 42°00'00" EAST, A DISTANCE OF 1118.0 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 26;
THENCE NORTH 42°00'00" WEST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 561.75 FEET;
THENCE SOUTH 30°37'16" WEST; 635.45 FEET,
THENCE NORTH 70°16'49" WEST; 241.42 FEET,
THENCE SOUTH 58°34'47" WEST, 250.04 FEET,
THENCE SOUTH 35°16'50" WEST, 626.50 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE PACIFIC COAST RAILROAD RIGHT OF WAY;
THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO A POINT THAT BEARS SOUTH 65°42'27" WEST, A DISTANCE OF 1221.12 FEET, MORE OR LESS, FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 65°42'27" EAST, A DISTANCE OF 1221.12 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

PARCEL 3: (APN: 090-171-031)

PARCEL 3 OF LOT LINE ADJUSTMENT COAL 04-0503, ACCORDING TO THE CERTIFICATE OF COMPLIANCE RECORDED MAY 11, 2006 AS INSTRUMENT NO. 06-32937 OF OFFICIAL RECORDS, BEING A PORTION OF LOT 26 OF RANCHO NIPOMO, IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED JUNE 11, 1980 IN BOOK A, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF PARCEL MAP CO 67-81, AS PER MAP RECORDED IN BOOK 3 OF PARCEL MAPS, PAGE 78, RECORDS OF SAID COUNTY;
THENCE NORTH 42°00'00" WEST, ALONG THE SOUTHERLY LINE OF PARCELS 1, 2 AND 4 OF SAID PARCEL MAP, A DISTANCE OF 960.48 FEET;
THENCE SOUTH 65°42'27" WEST, A DISTANCE OF 1221.12 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE PACIFIC COAST RAILROAD RIGHT OF WAY;
THENCE SOUTHERLY ALONG SAID EASTERLY LINE, TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 26;
THENCE NORTH 47°57' EAST, A DISTANCE OF 1633.53 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

Exhibit "B"
LEGAL DESCRIPTION OF
EASEMENT AREA

File no: 0019-0076 November 08, 2012

Parcel "A"

Portions of Parcel 1 of the Lot Line Adjustment COAL 04-0503, in the County of San Luis Obispo, State of California, according to the Certificate of Compliance recorded May 11, 2006 as Document Number 2006032935 of Official Records, in the Office of the County Recorder of said County and Parcel 2 of said Lot Line Adjustment, according to the Certificate of Compliance recorded May 11, 2006 as Document Number 2006032936 of said Official Records and Parcel 3 of said Lot Line Adjustment, according to the Certificate of Compliance recorded May 11, 2006 as Document Number 2006032937 of said Official Records, being a portion of Lot 26 of Rancho Nipomo, according to the map recorded June 11, 1880 in Book A, at page 13 of Maps, in said Office of the County Recorder, said portions being more particularly described as follows:

Beginning at a found #5 rebar with a yellow plastic cap inscribed "LS 4597" on the southwesterly right of way line of Thompson Avenue and marking the most northerly corner of Parcel Map CO67-81 of said County, filed in Book 3, at page 78 of Parcel Maps in said Office of the County Recorder, according to the Record of Survey filed in Book 79, at page 23 of Licensed Surveys in said Office of the County Recorder, from which a found one inch iron pipe with nail and tag inscribed "RCE 6923" on said southwesterly right of way line and according to said Record of Survey (said Record of Survey shows an open one inch iron pipe) bears North 40°28'14" West 3099.99 feet (L1) (North 41°57'48" West 3099.99 feet as shown on said Record of Survey);

Thence along said southwesterly right of way line North 40°28'14" West 924.33 feet (L2);

Thence leaving said southwesterly right of way line South 34°29'24" West 173.05 feet (L3);

Thence South 32°44'19" West 73.88 feet (L4);

Thence South 18°49'51" West 221.84 feet (L5);

Thence South 61°10'15" West 645.96 feet (L6);

Thence North 68°43'13" West 283.89 feet (L7);

Thence North 45° 42' 56" West 248.89 feet (L8);

Thence South 16° 10' 05" West 169.55 feet (L9);

Thence South 40° 55' 47" East 27.77 feet (L10);

Thence South 37° 57' 22" East 84.46 feet (L11);

Thence South 37° 15' 55" East 39.21 feet (L12);

Thence South 34° 49' 04" East 52.54 feet (L13);

Thence South 32° 18' 08" East 112.66 feet (L14);

Thence South 31° 26' 33" East 47.37 feet (L15);

Thence South 28° 21' 36" East 163.70 feet (L16);

Thence South 42° 14' 11" East 71.25 feet (L17);

Thence South 24° 19' 22" East 23.94 feet (L18);

Thence South 05° 28' 03" East 136.91 feet (L19);

Thence South 15° 40' 59" East 81.33 feet (L20);

Thence South 42° 54' 27" East 67.28 feet (L21);

Thence South 68° 29' 41" East 167.28 feet (L22);

Thence South 62° 21' 07" East 48.85 feet (L23);

Thence South 46° 48' 23" East 200.92 feet (L24);

Thence South 57° 31' 21" East 123.09 feet (L25);

Thence North 71° 40' 35" East 284.36 feet (L26);

Thence North 88° 03' 31" East 130.99 feet (L27);

Thence North 59° 36' 19" East 397.21 feet (L28) to a point on the southwesterly line of said Parcel Map from which a found #5 rebar with a yellow plastic cap inscribed “LS 4597” marking the most westerly corner of said Parcel Map, according to said Record of Survey bears North 40°27’59” West 357.95 feet (L29);

Thence along said southwesterly line North 40° 27' 59" West 357.95 feet (L29) to said found #5 rebar marking said most westerly corner;

Thence along the northwesterly line of said Parcel Map North 49° 30' 45" East 630.85 feet (L30) to the **Point of Beginning**;

Excepting therefrom the following:

Exception “A”

The portion of said Parcel 1 and said Parcel 2 described as Unit A, according to Document Number 1996-042032 of said Official Records.

Exception “B”

The portion of said Parcel 2 described as follows:

Beginning at a found #5 rebar with a yellow plastic cap inscribed “LS 4597” on the southwesterly right of way line of Thompson Avenue and marking the most northerly corner of Parcel Map CO67-81 of said County, filed in Book 3, at page 78 of Parcel Maps in said Office of the County Recorder, according to the Record of Survey filed in Book 79, at page 23 of Licensed Surveys in said Office of the County Recorder, from which a found one inch iron pipe with nail and tag inscribed “RCE 6923” on said southwesterly right of way line and according to said Record of Survey (said Record of Survey shows an open one inch iron pipe) bears North 40°28’14” West 3099.99 feet (L1) (North 41°57’48” West 3099.99 feet as shown on said Record of Survey);

Thence along said southwesterly right of way line North 40°28'14" West 505.14 feet (L31);

Thence South 26°06'17" West 476.25 feet (L32);

Thence South 52°55'00" West 237.53 feet (L33);

Thence North 66°09'35" West 172.11 feet (L34);

Thence South 53°38'25" West 362.49 feet (L35);

Thence South 32°51'29" West 217.37 feet (L36);

Thence South 10°27'39" West 117.60 feet (L37);

Thence South 72°58'12" East 299.26 feet (L38);

Thence North 81°46'50" East 138.73 feet (L39);

Thence North 64°31'03" East 152.40 feet (L40);

Thence North 50°57'11" East 353.73 feet (L41) to a found #5 rebar with a yellow plastic cap inscribed “LS 4597” marking the most westerly corner of said Parcel Map, according to said Record of Survey;

Thence along the northwesterly line of said Parcel Map North 49°30'45" East 630.85 feet to the **Point of Beginning** (L30).

Parcel “B”

Being a portion Parcel 3 of the Lot Line Adjustment COAL 04-0503, in the County of San Luis Obispo, State of California, according to the Certificate of Compliance recorded May 11, 2006 as Document Number 2006032937 of Official Records, in the Office of the County Recorder of said County, being a portion of Lot 26 of Rancho Nipomo, according to the map recorded June 11, 1880 in Book A, at page 13 of Maps, in said Office of the County Recorder, more particularly described as follows:

Commencing at a found #5 rebar with a yellow plastic cap inscribed “LS 4597” marking the intersection of the easterly line of the Pacific Coast Railway with the southeasterly line of said Lot 26, according to the Record of Survey filed in Book 79, at page 23 of Licensed Surveys in said Office of the County Recorder, from which a found #5 rebar with a yellow plastic cap inscribed “LS 4597” on said southeasterly line and marking the most southerly corner of Parcel Map CO67-81 of said County, filed in Book 3, at page 78 of Parcel Maps in said Office of the County Recorder bears North 49°23’22” East 1633.38 feet (L44) (North 47°54’04” East 1633.53 feet as shown on said Record of Survey);

Thence North 28°32’03” East 60.91 feet (L45) to the **True Point of Beginning**;

Thence North 49°50'15" East 284.30 feet (L46);

Thence North 02° 50' 23" East 354.74 feet (L47);

Thence North 71° 28' 49" West 145.10 feet (L48);

Thence North 35° 53' 07" West 133.39 feet (L49);

Thence North 44°30'50" West 86.47 feet (L50);

Thence North 53°22'13" West 117.73 feet (L51);

Thence North 68°44'44" West 196.14 feet (L52);

Thence South 68°53'00" West 104.01 feet (L53);

Thence South 21°43'05" East 203.78 feet (L54);

Thence South 18°25'35" East 24.36 feet (L55);

Thence South 22°21'34" East 26.79 feet (L56);

Thence South 21°45'34" East 157.31 feet (L57);

Thence South 22°21'34" East 71.39 feet (L58);

Thence South 24°10'15" East 146.95 feet (L59);

Thence South 28°50'23" East 111.82 feet (L60);

Thence South 33°59'52" East 102.08 feet (L61);

Thence South 35°48'04" East 112.68 feet (L62) to the **True Point of Beginning.**

Parcel “A” contains 21.9 acres more or less.

Parcel “B” contains 7.0 acres more or less.

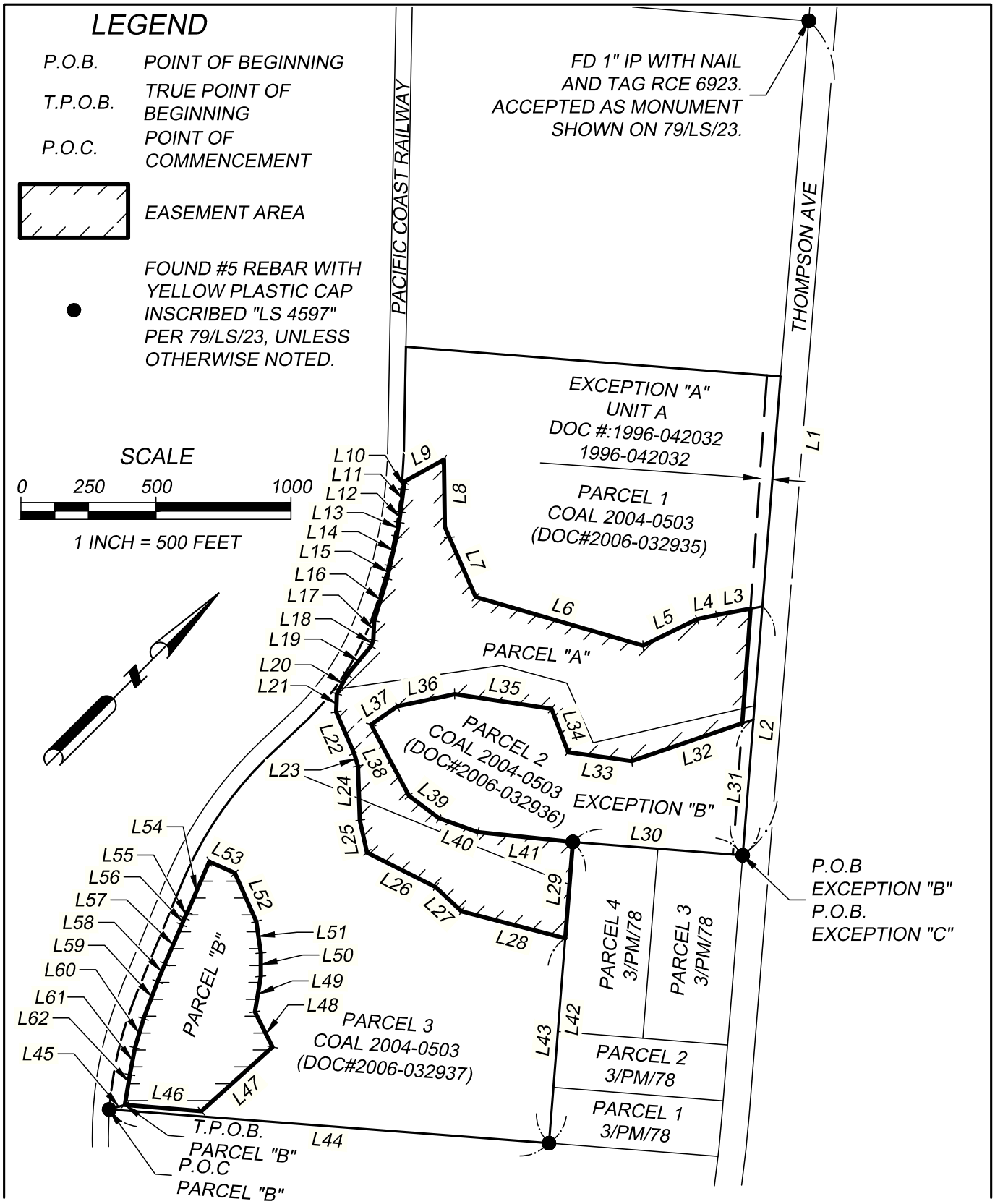
The basis of bearings for this legal description is the North American Datum of 1983, CORS 1996 Adjustment [NAD83(CORS96)], Epoch date of 2002.00, California Coordinate System of 1983 (CCS83), Zone 5 projection.

Distances shown herein are grid distances. To obtain ground distances multiply distances by 1.0000752.

The above-described portions are graphically shown on Exhibit “C”, being two sheets, attached hereto and made a part hereof.

End of Description

Clayton L. Bradshaw, P.L.S. 8298
License expires 12/31/13



612 CLARION COURT
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WALLACE GROUP

EXHIBIT "C"
LEGAL DESCRIPTION EXHIBIT
EASEMENT AREA

SHEET 1 OF 2 OF EXHIBIT "C"

JOB No. :	019-076
DRAWING :	EASE EXHIBIT
DRAWN BY:	CLB
DATE :	2012-11-06
SCALE :	1" = 500'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N40° 28' 14"W	3099.99'
L2	N40° 28' 14"W	924.33'
L3	S34° 29' 24"W	173.05'
L4	S32° 44' 19"W	73.88'
L5	S18° 49' 51"W	221.84'
L6	S61° 10' 15"W	645.96'
L7	N68° 43' 13"W	283.89'
L8	N45° 42' 56"W	248.89'
L9	S16° 10' 05"W	169.55'
L10	S40° 55' 47"E	27.77'
L11	S37° 57' 22"E	84.46'
L12	S37° 15' 55"E	39.21'
L13	S34° 49' 04"E	52.54'
L14	S32° 18' 08"E	112.66'
L15	S31° 26' 33"E	47.37'
L16	S28° 21' 36"E	163.70'
L17	S42° 14' 11"E	71.25'
L18	S24° 19' 22"E	23.94'
L19	S05° 28' 03"E	136.91'
L20	S15° 40' 59"E	81.33'
L21	S42° 54' 27"E	67.28'

LINE TABLE		
LINE	BEARING	LENGTH
L22	S68° 29' 41"E	167.28'
L23	S62° 21' 07"E	48.85'
L24	S46° 48' 23"E	200.92'
L25	S57° 31' 21"E	123.09'
L26	N71° 40' 35"E	284.36'
L27	N88° 03' 31"E	130.99'
L28	N59° 36' 19"E	397.21'
L29	N40° 27' 59"W	357.95'
L30	N49° 30' 45"E	630.85'
L31	N40° 28' 14"W	505.14'
L32	S26° 06' 17"W	476.25'
L33	S52° 55' 00"W	237.53'
L34	N66° 09' 35"W	172.11'
L35	S53° 38' 25"W	362.49'
L36	S32° 51' 29"W	217.37'
L37	S10° 27' 39"W	117.60'
L38	S72° 58' 12"E	299.26'
L39	N81° 46' 50"E	138.73'
L40	N64° 31' 03"E	152.40'
L41	N50° 57' 11"E	353.73'
L42	N40° 27' 59"W	1119.10'

LINE TABLE		
LINE	BEARING	LENGTH
L43	N40° 27' 59"W	761.15'
L44	N49° 23' 22"E	1633.38'
L45	N28° 32' 03"E	60.91'
L46	N49° 50' 15"E	284.30'
L47	N02° 50' 23"E	354.74'
L48	N71° 28' 49"W	145.10'
L49	N35° 53' 07"W	133.39'
L50	N44° 30' 50"W	86.47'
L51	N53° 22' 13"W	117.73'
L52	N68° 44' 44"W	196.14'
L53	S68° 53' 00"W	104.01'
L54	S21° 43' 05"E	203.78'
L55	S18° 25' 35"E	24.36'
L56	S22° 21' 34"E	26.79'
L57	S21° 45' 34"E	157.31'
L58	S22° 21' 34"E	71.39'
L59	S24° 10' 15"E	146.95'
L60	S28° 50' 23"E	111.82'
L61	S33° 59' 52"E	102.08'
L62	S35° 48' 04"E	112.68'

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EXHIBIT "C"
LEGAL DESCRIPTION EXHIBIT
EASEMENT AREA
SHEET 2 OF 2 OF EXHIBIT "C"

JOB No. :	019-076
DRAWING :	EASE EXHIBIT
DRAWN BY:	CLB
DATE :	2012-11-06
SCALE :	N/A