

**RECORDING REQUESTED BY:**

County of San Luis Obispo

**AND WHEN RECORDED MAIL TO:**

Clerk of the Board of Supervisors  
County of San Luis Obispo  
County Government Center  
San Luis Obispo, CA 93408

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**REPLACEMENT LAND CONSERVATION CONTRACT**

THIS REPLACEMENT LAND CONSERVATION CONTRACT ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BRET M. FINLEY, TRUSTEE OF THE FINLEY FAMILY TRUST OF MARCH 22, 1982 - SURVIVOR'S TRUST, ROBERT LEE FINLEY, TRUSTEE OF THE FINLEY FAMILY TRUST DATED MARCH 22, 1982 - EXEMPTION TRUST, and ROBERT LEE FINLEY, TRUSTEE OF THE FINLEY FAMILY TRUST OF MARCH 22, 1982 - QUALIFIED TERMINABLE INTEREST TRUST, hereinafter referred to as "Owner", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County".

**WITNESSETH:**

WHEREAS, Owner possesses certain real property situated in the County of San Luis Obispo, State of California, hereinafter described as "the Subject Property", and more particularly described in Exhibit A attached hereto and incorporated by reference herein as though set forth in full; and

**WHEREAS, the Subject Property is devoted to agricultural uses and uses compatible thereto, and is located within an agricultural preserve heretofore established by the County; and**

**WHEREAS, Owner desires to rescind an existing Land Conservation Contract which was approved by Board of Supervisors in Resolution No. 75-332, recorded as Document No. 14174 on May 8, 1975, and in its place enter into a Solar-Use Easement Agreement under a separate instrument recorded concurrently herewith pursuant to Government Code Section 51191 on a 14.8 acre portion of the originally contracted property and enter into a Replacement Land Conservation Contract under the Williamson Act covering the remaining 82.41 acre portion of the original contracted property; and**

**WHEREAS, both Owner and County desire to limit the use of the Subject Property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open-space and constitutes an important physical, social, aesthetic, and economic asset to the County; and**

**WHEREAS, the placement of the Subject Property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the Subject Property during the term of this Contract, or any renewal thereof, is for agricultural uses and Owner agrees that agricultural zoning is the appropriate zoning for said premises; and**

WHEREAS, Owner has supplied County with a title company lot book guarantee or preliminary title report listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the Subject Property; and

WHEREAS, both Owner and County intend that the terms, conditions and restrictions of this Contract are substantially similar to the terms, conditions, and restrictions of contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, it is the intent of County and Owner that the continued existence of this Contract is made dependent upon the continued recognition of the restrictions on the use of Owner's land for property tax valuations.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Government Code Sections 51200 et seq.) and is subject to all of the provisions thereof, including any amendments thereto which may be enacted from time to time, which are incorporated by reference herein as though set forth in full. This Contract is further made and entered into pursuant to Revenue and Taxation Code Section 422, including any amendments thereto which may be enacted from time to time, which are incorporated by reference herein as though set forth in full.

2. During the term of this Contract, the Subject Property shall not be used for any purpose other than "agricultural or compatible uses" as defined in this paragraph. "Agricultural or compatible uses" as used in this Contract are described in the County's Rules of Procedure to Implement the California Land Conservation Act of 1965. Table 2

of the Rules of Procedure provides a list of all land uses which are defined in the Land Use Element for the Inland Portion and Coastal Zone of the County and denotes whether these uses are allowable, conditional per Table 2 footnotes, or prohibited. "Agricultural or compatible uses" are subject to all applicable standards in and requirements of the Land Use Element and the Land Use Ordinance/Coastal Zone Land Use Ordinance for the Agriculture land use category. If the Subject Property is not already in the Agriculture land use category, the County will initiate a general plan amendment to change the land use category to Agriculture within one year after the agricultural preserve is established.

The parties further recognize that the Land Use Element, Land Use Ordinance/Coastal Zone Land Use Ordinance, and Rules of Procedure to Implement the California Land Conservation Act of 1965 may be amended in accordance with State law and the County Code. The parties further recognize that the uses allowed pursuant to this Contract may be expanded or restricted from time to time by reason of such amendments. The Subject Property is currently designated by the Land Use Element and Land Use Ordinance/Coastal Zone Land Use Ordinance as Agriculture.

3. This Contract shall be effective as of the day and year first above written and shall remain in effect for the period of ten years therefrom; provided, however, that beginning with the first day of January of the year in which the Contract will have an unexpired term of nine years, and on each first day of January thereafter, a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Government Code Section 51245 and the County's Rules of Procedure to Implement the California Land Conservation Act of 1965, subject to the filing deadlines

stated therein. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

4. This Contract may not be canceled except pursuant to a request by Owner, and as provided in Article 5 of the California Land Conservation Act of 1965 as that Act may be amended from time to time. Provided, however, no such cancellation shall occur until notice and public hearing thereon is conducted in the manner provided by Government Code Sections 51284 and 51285, as those sections may be amended from time to time.

5. Owner, upon request of County, shall provide County with information relating to Owner's obligations under this Contract.

6. Any conveyance, contract or authorization (whether oral or written) by Owner or his successors in interest which would permit use of the above-described premises contrary to the terms of the Contract may be declared void by the County Board of Supervisors; such declaration or the provisions of this Contract may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. These remedies are non-exclusive and County may take any other action legally available to enforce the terms of this Contract.

7. The within Contract shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

8. The minimum lot size for the purposes of this Contract shall be 40 acres. Any act by Owner which results in creation of a parcel or parcels of land, within the above-described premises, smaller than the minimum lot size prescribed in this

paragraph for said premises shall constitute a violation of this Contract and shall be subject to all the provisions of paragraph 6 hereof.

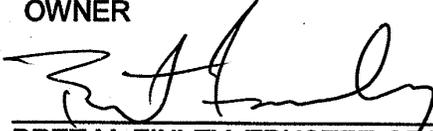
9. Any transfer by Owner of any portion of the property which is the subject of this Contract shall be a violation of this Contract, if the portion transferred is smaller in size than the minimum lot size prescribed in the provisions of paragraph 8 above. Such a violation shall be subject to all of the provisions of paragraph 6 hereof. Provided, however, if the Subject Property is smaller in size than the minimum lot size prescribed in the provisions of paragraph 8 above, the Subject Property may be transferred in its entirety. Provided further, however, if the Subject Property is located in whole or in part within one mile of an urban reserve line or adjacent to a village reserve line as designated by the Land Use Element, an existing parcel or a group of contiguous existing parcels may be transferred if the property transferred and the property retained each satisfies the minimum acreage required to qualify according to Table 1 of the Rules of Procedure.

10. The trust deed beneficiaries and mortgagees, if any, listed on the lot book guarantee or preliminary title report referred to above, and whose signatures are affixed hereto, do hereby assent to this Contract, and, further, do hereby subordinate their respective interests to the contractual restrictions imposed by this Contract, specifically to the agricultural and compatible uses and minimum lot sizes imposed on the Subject Property by reason of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGE]

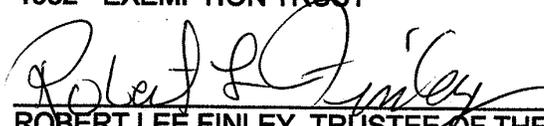
OWNER



BRET M. FINLEY, TRUSTEE OF THE FINLEY FAMILY TRUST OF MARCH 22, 1982 - SURVIVOR'S TRUST



ROBERT LEE FINLEY, TRUSTEE OF THE FINLEY FAMILY TRUST DATED MARCH 22, 1982 - EXEMPTION TRUST



ROBERT LEE FINLEY, TRUSTEE OF THE FINLEY FAMILY TRUST OF MARCH 22, 1982 - QUALIFIED TERMINABLE INTEREST TRUST

COUNTY OF SAN LUIS OBISPO

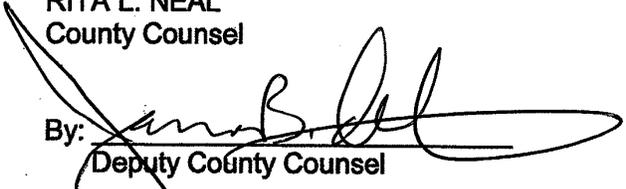
By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel



By: \_\_\_\_\_  
Deputy County Counsel

Dated: August 27, 2013

[NOTE: This Contract will be recorded. All signatures to this Contract must be acknowledged by a notary on an all purpose acknowledgement form.]

3958nwagr.docx

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN LUIS OBISPO ) ss.

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 behalf 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]

**EXHIBIT "A"**

Page 1 of 3

**REMAINDER (APN 033-231-026 LESS PARCEL 1)  
SAN LUIS OBISPO COUNTY, CA**

LOT 135 OF THE SUBDIVISION OF RANCHO SANTA YSABEL, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, AS SHOWN ON THE MAP OF SAID RANCHO MADE BY R.R. HARRIS AND FILED FOR RECORD JANUARY 25, 1887, IN BOOK A, PAGE 29 OF MAPS, SAN LUIS OBISPO COUNTY RECORDS. SITUATE IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

**EXCEPTING THEREFROM** THAT PORTION LYING SOUTHERLY AND SOUTHEASTERLY OF THE NORTHERLY AND WESTERLY LINE OF COUNTY ROAD No. 67 AS DEEDED TO THE COUNTY OF SAN LUIS OBISPO BY DEED RECORDED OCTOBER 15, 1889 IN BOOK 6, PAGE 132 OF DEEDS. ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE COUNTY OF SAN LUIS OBISPO BY DEED RECORDED JANUARY 15, 1991 AS DOCUMENT No. 2307 IN BOOK 3633, PAGE 403 OF OFFICIAL RECORDS OF SAID COUNTY.

**ALSO EXCEPTING THEREFROM** THAT PORTION LYING WESTERLY OF COUNTY ROAD NO. 67 AND COUNTY ROAD NO. 193.

**ALSO EXCEPTING THEREFROM** THE FOLLOWING:

**BEGINNING** AT A POINT FROM WHICH THE NORTHEAST CORNER OF SAID LOT 135, BEING A 2" IRON PIPE WITH CAP STAMPED LS 2029 AS SHOWN ON THAT CERTAIN MAP FILED IN BOOK 102, PAGE 65 - 68 OF LICENSED SURVEYS, SAN LUIS OBISPO COUNTY RECORDS BEARS NORTH 53°37'50" EAST 1,079.41 FEET; THENCE ALONG THE BOUNDARY OF PARCEL 1 THE FOLLOWING 32 COURSES:

1. SOUTH 239.45 FEET;
2. THENCE WEST 402.42 FEET;
3. THENCE SOUTH 91.81 FEET;
4. THENCE EAST 417.42 FEET;
5. THENCE SOUTH 179.45 FEET;
6. THENCE EAST 19.73 FEET;
7. THENCE SOUTH 90.00 FEET;
8. THENCE WEST 19.73 FEET;
9. THENCE SOUTH 179.45 FEET;
10. THENCE WEST 429.48 FEET;
11. THENCE SOUTH 101.97 FEET TO THE NORTH LINE OF EL POMAR DRIVE AS SHOWN ON SAID MAP FILED IN BOOK A, PAGE 29 OF MAPS;
12. THENCE ALONG SAID NORTH LINE NORTH 80°33'30" WEST 194.45 FEET;
13. THENCE NORTH 70.08 FEET;
14. THENCE WEST 274.54 FEET;
15. THENCE NORTH 179.45 FEET;
16. THENCE WEST 19.73 FEET;
17. THENCE NORTH 90.00 FEET;
18. THENCE EAST 19.73 FEET;
19. THENCE NORTH 179.45 FEET;
20. THENCE EAST 417.42 FEET;
21. THENCE NORTH 91.81 FEET;
22. THENCE WEST 417.42 FEET;
23. THENCE NORTH 239.45 FEET;
24. THENCE EAST 34.13 FEET;
25. THENCE NORTH 29°30'41" EAST 58.60 FEET;
26. THENCE EAST 32.00 FEET;
27. THENCE SOUTH 29°30'41" EAST 58.60 FEET;
28. THENCE EAST 633.10 FEET;
29. THENCE NORTH 29°30'41" EAST 58.60 FEET;

**EXHIBIT "A"**

Page 2 of 3

- 30. THENCE EAST 32.00 FEET;
- 31. THENCE SOUTH 29°30'41" EAST 58.60 FEET;
- 32. THENCE EAST 34.13 FEET TO THE POINT OF BEGINNING.

REMAINDER CONTAINING 80.42 ACRES, MORE OR LESS.

THE BEARINGS DESCRIBED HEREON ARE BASED ON THE EAST LINE OF SAID LOT 135, AS SHOWN ON SAID MAP FILED IN BOOK 102, PAGE 65 - 68 OF LICENSED SURVEYS. SAID BEARING TAKEN AS SOUTH 02°13'59" WEST.

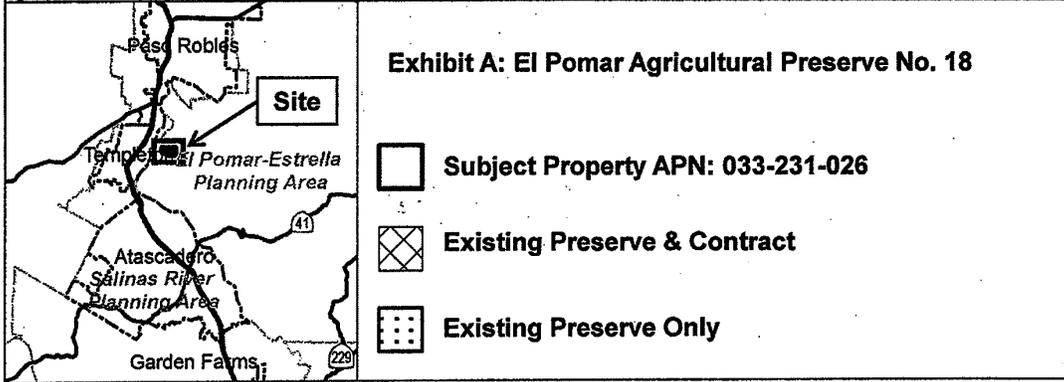
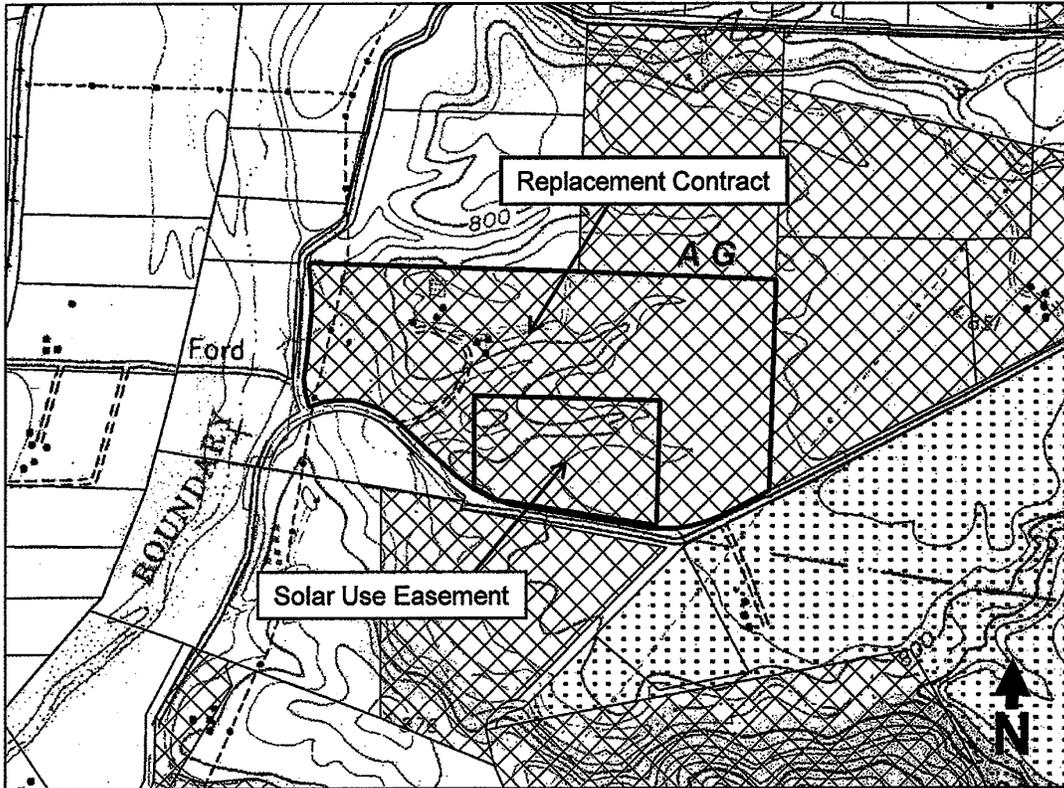
PREPARED BY:

  
JOHN K. JEFFRIES, L.S. 7820  
(LIC. EXPIRES 12/31/13)  
STATE OF CALIFORNIA



8/21/13  
DATE

**EXHIBIT A**



**Exhibit A: Rescind an Existing Land Conservation Contract, Simultaneously Enter into a Replacement Contract and Solar-Use Easement**

File No. AGP2012-00012	Vintner Solar
Minimum Parcel Size:	40 Acres
Minimum Term of Contract:	10 years
Solar Use Easement:	10 years
Resolution No:	Date:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

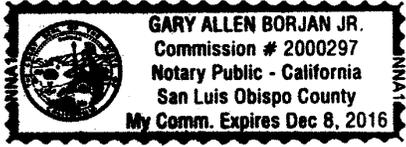
State of California

County of San Luis Obispo

On August 24, 2013 before me, Gary Allen Borjan Jr., Notary Public

personally appeared Bret M. Finley

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: Gary Allen Borjan Jr. Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Form with two columns for signers, including checkboxes for Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, and Other. Includes 'RIGHT THUMBPRINT OF SIGNER' boxes.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

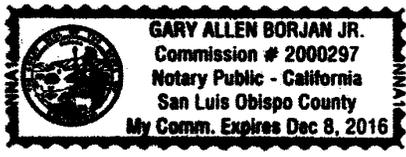
State of California

County of San Luis Obispo

On August 26, 2013 before me, Gary Allen Borjan Jr., Notary Public

personally appeared Robert Lee Finley

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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: [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

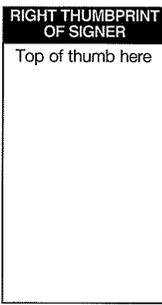
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Partner —  Limited  General  Attorney in Fact  Trustee  Guardian or Conservator  Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

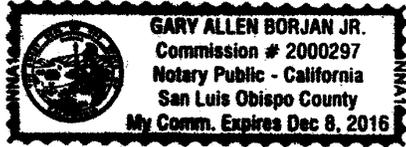
State of California

County of San Luis Obispo

On August 26, 2013 before me, Gary Allen Borjan Jr., Notary Public

personally appeared Robert Lee Funkley

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: [Signature]  
Signature of Notary Public

Place Notary Seal Above **OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

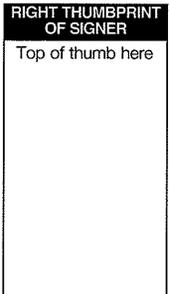
Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Individual  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Individual  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

