

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

SOLAR-USE EASEMENT AGREEMENT
GRANTING A SOLAR-USE EASEMENT TO
THE COUNTY OF SAN LUIS OBISPO

THIS SOLAR-USE EASEMENT AGREEMENT GRANTING A SOLAR-USE EASEMENT TO THE COUNTY OF SAN LUIS OBISPO (the "Agreement") is made and entered into this _____ day of September, 2013, 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 OF MARCH 22, 1982 – EXEMPTION TRUST, and ROBERT LEE FINLEY, TRUSTEE OF THE FINLEY FAMILY TRUST OF MARCH 22, 1982 – QUALIFIED TERMINABLE INTEREST TRUST, hereinafter collectively referred to as "Owner," and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County".

RECITALS:

A. Owner owns a certain 97.21 acre parcel of real property (hereinafter referred to as "Owner's Property") located within the County of San Luis Obispo, State of California, as more particularly described in "Exhibit A" attached hereto and incorporated by reference herein as though set forth in full. Owner's Property is subject to a Land Conservation Contract which was duly adopted by the Board of Supervisors in Resolution No. 75-332 on April 28, 1975, and

which was recorded as Document No. 14174 on May 8, 1975 (hereinafter referred to as the "Contract"). The Contract restricts the use of the Owner's Property to agricultural production and compatible uses under the provisions of the California Land Conservation Act of 1965, as amended, (the "Williamson Act") in Title 5, Division 1, Part 1, Chapter 7 (commencing with section 51200) of the Government Code.

B. The Contract provides that at the expiration of each year on its annual renewal date on the first day of January, an additional year is automatically added to its term so that there is always a period of ten years remaining on the Contract term until a notice of nonrenewal is served on the other party or the Contract is otherwise terminated as provided in the Williamson Act.

C. Owner desires to convert the use of a 14.8 acre portion of the Owner's Property, which is described in Exhibit B attached hereto and incorporated by reference herein as though set forth in full (hereinafter referred to as the "Easement"), from agricultural production to photovoltaic solar facilities for the purpose of providing for the collection and distribution of solar energy for the generation of electricity.

D. Pursuant to Government Code Section 51255.1, subdivision (c)(1), by letter dated July 31, 2013, the County Assessor determined the current fair market value of the Easement as though it were free of the contractual restriction and certified to the Board of Supervisors the fair market valuation of the Easement for the purpose of calculating the rescission fee required to rescind the Contract.

E. Pursuant to Government Code Section 51255.1, subdivision (c)(2), the County Board of Supervisors determined and certified to the County Auditor that the amount of the rescission fee that the landowner shall pay the County Treasurer upon rescission is Eighteen Thousand Seven Hundred Fifty Dollars and No/100 (18,750.00).

F. At the request of the County, the California Department of Conservation, in consultation with the California Department of Food and Agriculture, by letter dated June 3, 2013, determined that the 14.8 acre portion of Owner's Property described above encumbered by the Contract, is eligible for a Solar-Use Easement Conversion pursuant to Government Code Section 51191.

G. Owner and County wish to agree to simultaneously rescind the Contract and enter into a Solar-Use Easement Agreement Granting a Solar-Use Easement to the County of San Luis Obispo on the 14.8 acre portion of Owner's Property described above pursuant to Title 5, Division 1, Part 1, Chapter 6.9 (commencing with section 51190) of the Government Code (the "Solar-Use Easement Chapter") and enter into a Replacement Land Conservation Contract on the remaining 82.41 acre portion of the Owner's Property pursuant to the Williamson Act.

H. Owner represents that Owner has provided the County with a current title company preliminary title report or lot book guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on Owner's Property.

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

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

2. Rescission of Contract for the Purpose of Creating a Solar-Use Easement.
Subject to the terms and conditions of this Agreement, the Contract shall be rescinded so that Owner and County may simultaneously create a Solar-Use Easement on the 14.8 acre Easement pursuant to the Solar-Use Easement Chapter and enter into a Replacement Land Conservation Contract encumbering the remaining 82.41 acre portion of the Owner's Property pursuant to the Williamson Act. Rescission of the Contract and creation of the Solar-Use Easement and

Replacement Land Conservation Contract shall automatically occur upon fulfillment of the following conditions:

(a) The execution by Owner or by Vintner Solar, LLC, a California limited liability company (hereinafter referred to as the "Applicant"), and a public or investor-owned utility of a power purchase agreement involving the Owner's Property; and

(b) Approval by the County of the application by Applicant for Minor Use Permit DRC2011-00062 authorizing the construction and installation on the Easement of a photovoltaic solar facility for the purpose of providing for the collection and distribution of solar energy for the generation of electricity; and

(c) Payment by Owner to the County Treasurer of the rescission fee set forth in paragraph 8; and

(d) The execution by Owner and by the Applicant, in a form approved by County Counsel, of a Performance Agreement and the provision by Owner and Applicant of the financial assurances as set forth in paragraph 14.

3. Term of Agreement. If the conditions set forth in paragraph 2 are fulfilled within six months of the date of this Agreement, then this Agreement shall continue until such time as the Easement has been restored as required by paragraph 13. If the conditions set forth in paragraph 2 are not fulfilled within 6 months after the date of this Agreement, this Agreement shall terminate and the entire property shall remain subject to the Contract.

4. Effect of Agreement to Create Solar-Use Easement. Upon fulfillment of the conditions set forth in paragraph 2, this Agreement shall also constitute the instrument granting an Easement to the County as provided in the Solar-Use Easement Chapter. The Easement so created shall provide County with a right or interest, acquired pursuant to the Solar-Use Easement Chapter, restricting the use of the property as provided in this Agreement.

5. Restriction on Use of Easement. During the term of this Agreement, Owner shall use the Easement as authorized by the approval of Minor Use Permit DRC2011-00062 only for the purposes of providing for the collection and distribution of solar energy for the generation of electricity, and any other incidental or subordinate agricultural or open-space uses, or other alternative renewable energy facilities. Owner shall neither construct nor permit the construction on the Easement of any improvement except those for which the right is expressly reserved in this Agreement, as long as those reservations would be neither inconsistent with the purposes of the Solar-Use Easement Chapter nor incompatible with the sole use of the Easement for solar photovoltaic facilities.

6. Recordation of Easement. Within thirty (30) days after the creation of the Easement, County shall cause a copy of this Agreement to be recorded with the County Recorder and a copy to be filed with the County Assessor.

7. Term of Easement.

(a) The Easement created pursuant to this Agreement shall remain in full force and effect for an initial term of at least ten (10) years from the date on which the Easement is recorded by County as set forth in paragraph 6; provided, however, that beginning with the first day of January of the year in which the Agreement 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 pursuant to paragraph 8 and as provided in Government Code Section 51192 and the Solar-Use Easement Chapter, 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.

(b) At the end of the term and upon completion of the requirements contained in this Agreement, including the restoration requirements set forth in paragraph 13, the 14.8 acre

property encumbered by the Easement shall be free of any restrictions imposed by this Agreement, and upon request by Owner and with the concurrence and approval of the Board of Supervisors, all of the Easement may return to coverage under a land conservation contract as provided for under the Williamson Act.

8. Notice of Nonrenewal.

(a) A party desiring in any year not to renew the Easement on the property shall give to the other party written notice of nonrenewal of the Easement at least ninety (90) days before the annual renewal date of the Easement. Unless written notice is given at least ninety (90) days before the renewal date, the Easement shall be considered renewed as provided in paragraph 7.

(b) Upon receipt by Owner from County of a written notice of nonrenewal, Owner may protest to County in writing the notice of nonrenewal. County may, at any time before the renewal date, withdraw the notice of nonrenewal.

(c) If a the Owner or County gives written notice of nonrenewal of the Easement, the Easement shall remain in effect for the balance of the term of the Easement.

9. Rescission Fee. Upon fulfillment of the conditions set forth in subparagraphs (a) and (b) of paragraph 2, Owner shall pay to the County Treasurer a rescission fee of \$18,750.00.

10. Termination. If all or a portion of the Owner's Property subject to the Easement will no longer be used for photovoltaic solar facilities providing for the collection and distribution of solar energy for the generation of electricity, Owner may, pursuant to the provisions of Government Code Section 51192.2, petition the County to approve termination of the Easement as to the affected portion of the Owner's Property.

11. Extinguishment. The Easement created under this Agreement may, pursuant to the provisions of Government Code Section 51192, be extinguished on all or a portion of the

Owner's Property by service of a notice of nonrenewal, termination, or returning all or a portion of the property to coverage under a contract as provided under the Williamson Act.

12. Release of Easement. Upon extinguishment of the Easement, County shall cause a release of Easement to be recorded with the County Recorder.

13. Restoration Requirements.

(a) Except as provided in subparagraph (b) of this paragraph, Owner shall, by the time the Easement is extinguished, restore the Easement to the conditions that existed before the creation of the Easement. Such restoration shall include, but not be limited to, removal of all solar facilities from the Easement, re-grading of the Easement, and returning the physical characteristics of the Easement's soil to those that existed when this Agreement was executed.

(b) If the Easement is extinguished because of a notice of nonrenewal given by County, Owner shall restore the Easement as described in subparagraph (a) of this paragraph upon ceasing to use the Easement as photovoltaic solar facilities for the purpose of providing for the collection and distribution of solar energy for the generation of electricity and shall continue to maintain the financial assurance described in paragraph 14 until such restoration has been completed and approved by the Director of Planning and Building.

14. Financial Assurance. As security for the Performance Agreement, Owner and Vintner Solar, LLC (the Applicant) shall provide a performance bond, letter of credit, or cash deposit, in a form approved by County Counsel, as financial assurance that the restoration requirements set forth in paragraph 13 will be met.

15. No Compensation. Owner shall receive from County no payment in consideration of Owner's obligations imposed under this Agreement, in that the consideration for the execution of this Agreement is the substantial benefit to be derived by Owner therefrom and the advantage that may accrue to Owner as a result of the rescission of the Contract.

16. Successors in Interest. The within Agreement shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

17. Condemnation. When any action in eminent domain for the condemnation of the fee title of the Easement is filed for a public improvement by a public agency or person, or whenever there is any such action or acquisition by a public agency or person, or whenever there is any such action or acquisition by the federal government, or any person, instrumentality or agency acting under authority or power of the federal government, this Agreement shall be terminated and the Easement extinguished as to the portion of the Easement so condemned or acquired as of the date the action is filed.

18. Effect of waiver. County's waiver of the breach of any one term, covenant, or provision of this Agreement shall not be a waiver of a subsequent breach of the same term, covenant, or provision of this Agreement or of the breach of any other term, covenant, or provision of this Agreement.

19. Judicial enforcement. Enforcement shall be by proceeding at law or in equity, either to restrain a violation or an attempted violation or by suit to recover damages against any person or persons violating or attempting to violate any covenant or restriction contained herein.

20. Law governing and venue. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

21. Enforceability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder

of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

22. 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 Planning and Building, County of San Luis Obispo, County Government Center, Room 300, San Luis Obispo, California 93408. Notices required to be given to Owner shall be addressed as follows: Robert Lee Finley, Trustee, 630 El Pomar Drive, Templeton, California 93465. A copy of the notice shall also be given to and addressed as follows: Vintner Solar, LLC, Attention: Thomas Melone, Allco Renewable Energy, 14 Wall Street, 20th Floor, New York, New York 10005. 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.

23. Agreement to be recorded. Owner and County intend and consent to the recordation of this Agreement in the office of the County Recorder of the County of San Luis Obispo, and such recordation of this Agreement shall serve as constructive notice of the obligations contained herein to be performed by the Owner and the successors in interest to all or any portion of the 14.8 acre Easement on Owner=s Property.

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

[SIGNATURES ON FOLLOWING PAGE]

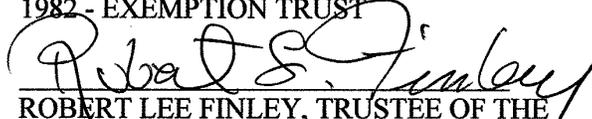
OWNER



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 Solar-Use Easement Agreement will be recorded. All signatures to this Solar-Use Easement Agreement must be acknowledged by a notary.]

3956nwagr.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

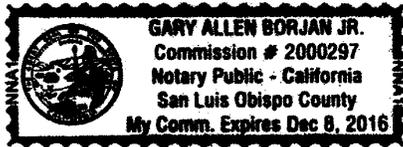
[SEAL]

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
Date Here Insert Name and Title of the Officer
 personally appeared Bret M. Finley
Name(s) of Signer(s)

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: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

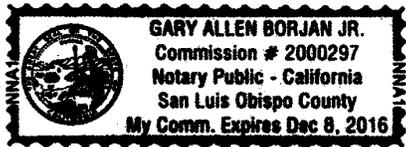
Signer Is Representing: _____ Signer Is Representing: _____

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
Date Here Insert Name and Title of the Officer
 personally appeared Robert Lee Fenley
Name(s) Signer(s)

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

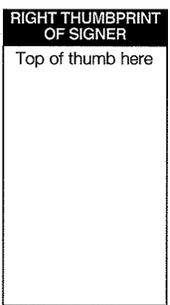
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Description of Attached Document

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: _____

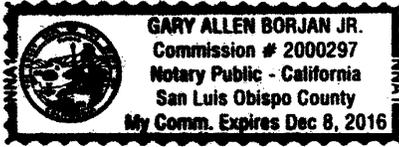


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
 County of San Luis Obispo }
 On August 26, 2013 before me, Gary Allen Borjan Jr., Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Robert Lee Fenley
Name(s) of Signer(s)

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: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT A

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

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.

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.

APN: 033-231-026 and 033-231-010

EXHIBIT B

**PARCEL 1
A PORTION OF LOT 135, RANCHO SANTA YSABEL
SAN LUIS OBISPO COUNTY, CA**

A PORTION OF LOT 135 OF THE SUBDIVISION OF RANCHO SANTA YSABEL, 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, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE NORTHEAST CORNER OF SAID LOT 135, BEING 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 I 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;
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.**

EXHIBIT B

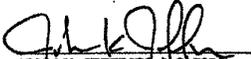
CONTAINING 14.80 ACRES, MORE OR LESS.

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.

SEE EXHIBIT "B", PLAT TO ACCOMPANY DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF.



PREPARED BY:


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

8/15/13
DATE

