

IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

_____ day _____, 20__

PRESENT: Supervisors

ABSENT:

RESOLUTION NO. _____

RESOLUTION APPROVING AND ACCEPTING AN
AGREEMENT GRANTING AN OPEN-SPACE EASEMENT TO
THE COUNTY OF SAN LUIS OBISPO AND IMPOSING A
DEED RESTRICTION FOR ENVIRONMENTALLY SENSITIVE
AREA BY HENRI DeGROOT

The following resolution is now offered and read:

WHEREAS, the County of San Luis Obispo has been duly requested to approve and accept a certain grant and offer to dedicate to the County of San Luis Obispo as open-space and imposition of deed restriction for environmentally sensitive area on that certain real property described in the agreement attached hereto and made a part hereof; and

WHEREAS, the Director of Planning and Building by letter dated August 19, 2014, has duly recommended that the Board of Supervisors approve and accept such offer of dedication to the County of San Luis Obispo and imposition of deed restriction thereon, and has further recommended that such action is consistent with the County's general plan.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. The Board of Supervisors finds and determines that the preservation of the land offered for dedication to the County of San Luis Obispo as open-space in the attached agreement is consistent with the County's general plan; that preservation of the land is in the best interest of the County because the land is essentially unimproved and if retained in its natural state has scenic value to the public and is valuable as a watershed, and the offer of dedication contained in said agreement contains appropriate covenants to that end; that it is in the public interest that the land be retained as open-space because such land will add to the amenities of living in neighboring urbanized areas; and that approval of the above agreement is categorically exempt from the requirements of the California Environmental Quality Act.

2. The Agreement Granting An Open-Space Easement To The County Of San Luis Obispo And Imposing A Deed Restriction For Environmentally Sensitive Area, a copy of which is attached hereto and incorporated by reference herein as though set forth in full, is hereby approved and the offer of dedication contained therein is hereby accepted by the County of San Luis Obispo and the Chairperson of the Board of Supervisors is hereby authorized and directed to execute said agreement on behalf of the County of San Luis Obispo.

3. The County Clerk is hereby authorized and directed to record the above agreement and a copy of this resolution in the office of the County Recorder of the County of San Luis Obispo, and file a copy of said agreement and resolution with the County Assessor of the County of San Luis Obispo.

Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll call vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing resolution is hereby adopted.

Chairperson of the Board of Supervisors

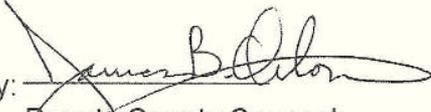
ATTEST:

Clerk of the Board of Supervisors

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Dated: July 28, 2014

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

AGREEMENT GRANTING AN OPEN-SPACE EASEMENT TO THE COUNTY
OF SAN LUIS OBISPO AND IMPOSING A DEED RESTRICTION FOR
ENVIRONMENTALLY SENSITIVE AREA

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between HENRI DEGROOT, 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 is the record owner of certain real property (hereinafter referred to as "Owner's Property") located in the County of San Luis Obispo, State of California, which is more particularly described in Exhibit A attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, as a condition of approval of a Conditional Use Permit authorizing a cluster division of real property (SUB2004-00247) and as a condition precedent to the recordation of a final tract map for Tract 2718 by County for Owner's Property, Owner is required to enter into an agreement with the County, on behalf of himself and his successors in interest, whereby the Owner grants an Open-Space Easement to the

County for the benefit of the public (including the lots being created in said subdivision) and creates additional requirements and restrictions for an Environmentally Sensitive Area within said Open-Space Easement (hereinafter referred to as "ESA"); and

WHEREAS, Owner intends that the restrictions contained in this agreement shall apply to that portion of Owner's Property (hereinafter referred to as the "Subject Property" or "Open-Space Easement") which is more particularly described in the following legal description and is delineated on the map marked Exhibit B, attached hereto and made a part hereof, which shows the location of the Open-Space Easement and the ESA thereon:

Lot 8 of Tract 2718 as shown on a map recorded in Book _____, Pages _____ through _____ inclusive of Maps, in the office of the County Recorder of the County of San Luis Obispo, State of California.

; and

WHEREAS, Owner also is required to enter into a deed restriction for Lots 2 through 6 of Owner's Property, which is to be recorded as a separate instrument concurrently herewith and which creates a no-build zone preserved as open-space on portions of Lots 2 through 6 and which provides for maintenance of that area; and

WHEREAS, Owner also is required to provide a deed restriction on the Subject Property consistent with the treatment of a portion of it as an ESA, which deed restriction is provided in and by this agreement; and

WHEREAS, execution of this agreement by Owner and County, and the subsequent performance of its obligations by Owner and his successors in interest, will satisfy part of the requirements for dedication of an open-space easement and deed restriction imposed by the County's general plan and land use regulations and made as

conditions of approval of the conditional use permit and the vesting tentative tract map referred to above; and

WHEREAS, the Subject Property has certain natural scenic beauty and existing openness, and also provides a buffer for adjoining residential uses and adjacent roadways, and both Owner and County desire to preserve and conserve for the public benefit the natural scenic beauty and existing openness, natural condition and present state of use of said property of the Owner; and

WHEREAS, Owner is willing to grant to County the scenic use, as hereinafter expressed, of the land and thereby protect the present scenic beauty and existing openness of the Subject Property by the restricted use of the property by Owner through the imposition of the conditions hereinafter expressed; and

WHEREAS, both Owner and County intend that the terms, conditions, and restrictions of the Open-Space Easement granted in this agreement are in compliance with Government Code sections 51070 through 51097, inclusive, hereinafter referred to as the "Open-Space Easement Act of 1974," so as to be an enforceable restriction under the provisions of Revenue and Taxation Code section 422; and

WHEREAS, both Owner and County intend that the terms, conditions and restrictions of the deed restriction granted in this agreement are in compliance with the conditions of approval of the conditional use permit and the vesting tentative tract map referred to above; and

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

and that Owner represents there are none at this time; and

NOW, THEREFORE, in compliance with the provisions of Government Code sections 51070 through 51097, inclusive, and in further consideration of the mutual promises, covenants, and conditions herein contained and the substantial public benefits to be derived therefrom, the parties hereto agree that the Recitals set out above are true and correct and further agree as follows:

1. Grant of Open-Space Easement. Owner hereby grants to County, for the term specified in paragraph 10 below, an Open-Space Easement in and to the Subject Property described above. The Open-Space Easement granted herein conveys to County an estate and interest in the real property of the nature and character specified in the Open-Space Easement Act of 1974, which is subject to the express conditions and restrictions imposed herein upon the use of the property by Owner. To that end, and for the purpose of accomplishing the intent of the parties hereto, Owner covenants with the County, on behalf of himself, his successors and assigns, to do and refrain from doing, severally and collectively, upon the Subject Property, the various acts hereinafter mentioned.

2. Restrictions on use of the Subject Property. The restrictions imposed upon the use of the Subject Property by Owner and his successors in interest and the acts which Owner and his successors in interest shall refrain from doing, and permit to be done, upon the Subject Property, are as follows:

(a) No buildings, structures, or other improvements shall be placed, constructed, or erected upon the Subject Property except for the construction of a single family residence within the designated building which is shown on Exhibit B attached

hereto and incorporated by reference herein as though set forth in full, and except as otherwise authorized by the vesting tentative tract map or conditional use permit referred to above.

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

(c) Outside of the ESA, Owner shall not plant or permit to be planted any vegetation upon the Subject Property except for natural landscaping, and as otherwise authorized by the approved vesting tentative tract map or conditional use permit or referred to above, and as necessary for erosion control.

(d) Except for the construction and maintenance of public roads, private access roads, trails, pathways, drainage facilities, water lines, utilities, and other improvements, if any, as shown on the vesting tentative tract map or conditional use permit referred to above, the general topography of the landscape shall be maintained in its present condition and no grading, excavation, or topographic changes shall be made, subject to further requirements and restrictions for the ESA.

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

(f) Owner shall not extract natural resources from the Subject Property.

(g) Owner shall not cut timber, trees, or other natural growth, except as may be required for agricultural use of the Subject Property outside of the ESA and except for fire protection, thinning, elimination of diseased growth, and similar protective

measures, subject to further requirements and restrictions for the ESA.

(h) New stands of eucalyptus trees shall be prevented from becoming established and are not allowed on the Subject Property.

(i) Owner shall not use the Subject Property or any portion thereof as a parking lot, storage area, or dump site or otherwise deposit or allow to be deposited on the Subject Property or any portion thereof, temporarily or otherwise, anything whatsoever which is not indigenous or natural to the Subject Property, subject to further requirements and restrictions for the ESA.

(j) Owner shall not cover or cause the Subject Property to be covered in whole or in part with any asphalt, stone, concrete, or other material which does not constitute natural cover for the land, or otherwise disturb the natural cover of the land unless otherwise authorized by the provisions of this agreement, subject to further requirements and restrictions for the ESA.

(k) Except for a resubdivision involving all of this Tract, no land division of the Subject Property shall occur or be applied for by Owner or his successors in interest, nor shall Owner or his successors in interest otherwise convey (other than under threat of condemnation) a portion of the Subject Property less than the whole to one or more parties or convey the Subject Property to two or more parties each of whom acquire title to less than the whole of the Subject Property. Any such conveyance or transfer of the Subject Property or a portion thereof by Owner or his successors in interest shall be considered null and void.

3. Additional Restrictions on use of the Environmentally Sensitive Area.

Owner agrees to the recordation of the restrictions on use set out in this agreement for

the ESA, which is defined as that area of the Subject Property delineated on Exhibit B attached hereto (the "ESA"). Native habitat restoration and maintenance within the ESA is the responsibility of Owner of the Subject Property in accordance with this agreement and the DeGroot Property Biological Resources Inventory, prepared by Dave Hacker and dated June 29, 2006. The DeGroot Property Biological Resources Inventory shall remain on file in serviceable condition with the Owner as a specific reference document for the ESA.

(a) No development shall occur within the ESA, except within the designated building site and access drive to it which is shown on Exhibit B.

(b) The uses allowed within the ESA shall be passive only, which means that the use will have either no or minimal impact on the habitat, and any such use shall comply with the requirements and restrictions set out in this agreement, including but not limited to, limiting vegetation removal activities.

(c) All vegetation planted within the ESA shall be native forbs and sandy coastal scrub and other native species that are compatible with the adjacent riparian habitat, except within the designated building site and access drive referred to above.

(d) No livestock or livestock grazing shall be allowed within the ESA.

4. Reservations of use by Owner. Notwithstanding the provisions of paragraphs 2 and 3 above, the following property rights in the Subject Property are excepted from this grant and are expressly reserved to Owner:

(a) The right to construct, develop, and maintain all roads, trails, pathways, drainage facilities, water lines, utilities, and other improvements authorized

by the approved vesting tentative tract map or conditional use permit referred to above, and any amendments or modifications thereto which may be approved by the County, subject to further requirements and restrictions for the ESA.

(b) The right to the use and occupancy of the Subject Property, subject to the conditions and restrictions imposed in this agreement and subject to further requirements and restrictions for the ESA.

5. Requirements for Subdivision Improvement Plans and Construction Permits.

(a) Prior to application for subdivision improvement plans and/or prior to application for any construction permit, a Project Limits Map shall be prepared and referenced on all such plans which provides for project limits as follows (the "Project Limits"):

(1) Any new development, including but not limited to access roads, driveways, residence, detached garage, shed or utility trenches, shall be located outside the ESA, except for development within the designated building site and the single access drive to it.

(2) Construction or grading activities that are within 50 feet of the ESA shall be marked as the Project Limits of construction (including equipment storage) and the Project Limits of the construction shall be identified and fenced with bright orange temporary fencing prior to any grading.

(3) Where the Project Limits occur within 50 feet of the ESA, the boundary of the Project Limits shall be marked and fenced prior to any grading with bright orange temporary fencing placed as far as possible from and no closer than the

edge of the ESA.

(4) No construction work (including storage of materials) shall occur outside of the Project Limits. No construction work (including storage of materials) shall occur within the ESA, except within the designated building site and single access drive of the Subject Property.

(5) All required fencing shall remain in place during the entire construction period and shall be checked and repaired as needed by the engineer or contractor.

(6) Prior to final inspection or occupancy, whichever occurs first, the Owner shall provide verification to the satisfaction of the County Planning and Building Department that no disturbance has occurred outside of the Project Limits.

(7) There shall be no building, cutting of vegetation, alteration or disturbance of the ESA during or after any construction, except for fire safety as authorized by CalFire as provided herein or within the designated building site and access drive on the Subject Property.

(8) Prior to the commencement of any construction, including clearing any vegetation adjacent to the ESA, a permanent smooth-wire or wood fence shall be installed to protect the ESA and habitat, except within the designated building site and access drive of the Subject Property. This fencing shall be placed at the boundary of the ESA, excluding the designated building site and access drive.

(9) All vegetation planted within the ESA during construction shall be native forbs and sandy coastal scrub and other native species compatible with the Coast Live Oak and riparian habitats, except within the designated building site and

access drive on the Subject Property.

(b) Prior to application for subdivision improvement plans and/or issuance of a construction permit for any construction on the Subject Property, the following requirements shall be shown on an Additional Map Sheet attached to the recorded final tract map referenced above and shall be listed on the construction plans, which also shall show the Project Limits Map to scale.

(1) All vegetation removal shall be shown on the applicable grading/construction/improvement plans, and shall be reviewed and approved by the County Planning and Building Department before any work begins.

(2) Vegetation removal shall be limited to what is shown on the County-approved grading/construction/improvement plans set out in subparagraph (b)(1) above.

(3) Vegetation clearance for fire safety purposes shall be limited to the minimum setbacks required by CalFire. Where feasible, all efforts shall be made to retain as much of this vegetation within the setback as possible, removing or trimming only enough vegetation to create non-contiguous islands of native vegetation.

(4) All vegetation planted within the ESA shall be native forbs and sandy coastal scrub and other native species that are compatible with the adjacent riparian habitat, except within the designated building site and access drive within the ESA shown on Exhibit B .

(5) No development shall occur within the ESA except as consistent with the Additional Map Sheet attached to the recorded final tract map referenced above, except within the designated building site and access drive within the

ESA shown on Exhibit B.

(6) No livestock shall be allowed within the ESA.

(7) All allowed uses within the ESA shall be “passive” and shall not include livestock grazing, where the use will have either no or minimal impact on the habitat.

(8) Eucalyptus trees shall be prevented from establishing new stands.

6. Compliance with County regulations. Land uses permitted or reserved to Owner in this agreement are subject to and require compliance with all applicable County ordinances and regulations, including those regulating land use, as those may be amended from time to time and the specific additional requirements and restrictions for the ESA.

7. Construction of improvements. Owner shall not construct or permit the construction of any improvements on the Subject Property except as expressly reserved herein or as authorized in the Open-Space Easement Act of 1974 and subject to further requirements and restrictions for the ESA. Provided, however, nothing contained in this agreement shall prohibit the construction of either public service facilities installed for the benefit of the Subject Property or public service facilities installed pursuant to an authorization of the Board of Supervisors of the County or the Public Utilities Commission.

8. No authorization for public trespass. The grant of easement contained herein and its acceptance by the County of San Luis Obispo does not authorize and is not to be construed as authorizing the public or any member thereof to trespass upon or

use all or any portion of the Subject Property or as granting to the public or any member thereof any tangible rights in or to the Subject Property or the right to go upon or use or utilize the Subject Property in any manner whatsoever. It is understood that the purpose of this agreement is solely to restrict the uses to which the Subject Property and the ESA may be put so that the property may be kept as near as possible in its natural condition for the benefit of the public, including the lots being created in the above subdivision.

9. Effect on prior easements. Nothing contained in this agreement shall limit or affect any easements that are of record and that have been heretofore granted by Owner on, over, under, or across the Subject Property or any portion thereof.

10. Duration of easement. The grant of easement to County and deed restriction contained in this agreement shall be effective when each has been approved and accepted by resolution of the Board of Supervisors in the manner required by law, and each shall remain in effect in perpetuity unless abandoned or otherwise terminated by the Board of Supervisors in accordance with the provisions of the Open-Space Easement Act of 1974. Provided, however, no easement shall be abandoned or otherwise terminated or deed restriction terminated without first obtaining approval of an amendment to the Conditional Use Permit referred to above authorizing such abandonment or termination.

11. Enforceable restriction. Upon acceptance of the open-space easement granted herein, the Subject Property shall be deemed to be "enforceably restricted" within the meaning of section 422 of the Revenue and Taxation Code and section 8 of article XIII of the Constitution of the State of California.

12. Binding on successors in interest. This agreement shall be an equitable servitude and a covenant running with the land described herein and shall be binding on the parties hereto and their heirs, assigns, and successors in interest. Any conveyance, transfer, or sale made by Owner of said property or any portion thereof shall be deemed to incorporate by reference, and be subject to, each of the provisions of this agreement.

13. 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.

14. 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 or to compel specific performance.

15. 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.

16. 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. In any

proceeding to enforce this Agreement, the prevailing party shall be entitled to attorney's fees in an amount determined by the court.

17. 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 shall be addressed as follows:

To the County: Director of Planning and Building
County of San Luis Obispo
County Government Center, Room 300
San Luis Obispo, California 93408

To the Owner: Henri DeGroot
127 Oak Grove Lane
Arroyo Grande, CA 93420

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.

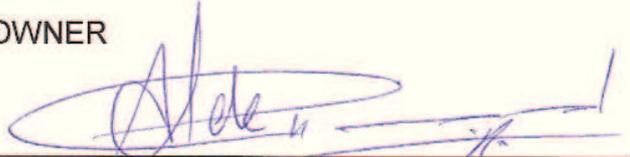
18. Indemnification. Owner and his successors or assigns shall, to the fullest extent allowed by law, defend, indemnify and hold harmless the County, its officers, agents and employees, from and against all claims, demands, damages, costs, expenses, judgments or liabilities arising or alleged to arise from the performance of this agreement or failure to perform hereunder, including any willful or negligent act or omission to act on the part of Owner, his successor or assigns, agents, employees or independent contractors. This indemnity does not extend to any claims or losses arising out of the sole negligence or willful misconduct of County.

19. 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 Owner's Property.

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

OWNER



HENRI DEGROOT

COUNTY OF SAN LUIS OBISPO

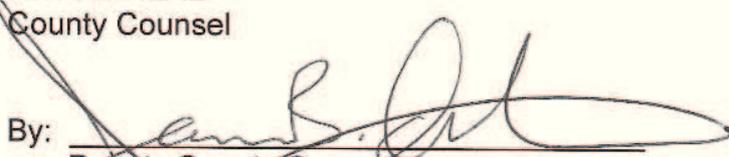
By: _____
Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Dated: June 29, 2014

[NOTE: This Open Space Agreement will be recorded. All signatures to this agreement must be acknowledged by a notary.]

4640nwagr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of San Luis Obispo }
On 6-17-14 before me, M. FISHER, Notary Public,
personally appeared Henri De Groot



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: M. Fisher

Place Notary Seal Above OPTIONAL Signature of Notary Public

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 capacity claims. Each column includes checkboxes for Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, and Other. Includes 'RIGHT THUMBPRINT OF SIGNER' boxes and 'Signer Is Representing:' fields.

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

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that part of Lot 128 of the parts of Ranchos Corral de Piedra, Pismo and Bolsa de Chemisal, subdivided by Jas. T. Stratton, C.E., September, 1873, in the un-incorporated area of the County of San Luis Obispo, State of California, as per Map recorded in Book A, Page 65 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a post in the Easterly line of said Lot 128, said post being set in the Westerly line of the Arroyo Grande-Guadalupe Road, said point of beginning being the point of intersection of the Westerly line of said Road with the Southwesterly line of the right of way of the Pacific Coast Railway;

Thence along said Southwesterly line of said Pacific Coast Railway right of way North $34\frac{1}{4}^{\circ}$ West, 4.57 chains;

North $28\frac{1}{4}^{\circ}$ West, 3.18 chains;

North $36\frac{1}{4}^{\circ}$ West, 3.64 chains;

North $50\frac{1}{4}^{\circ}$ West, 3.15 chains;

North $56\frac{1}{4}^{\circ}$ West, 4.54 chains;

North $52\frac{1}{2}^{\circ}$ West, 3.50 chains to a post marked F.11 set at the most Easterly corner of lands now or formerly belonging to M. R. Russell;

Thence South $23\frac{1}{2}^{\circ}$ West, 22.60 chains to a post marked F.5;

Thence South $66\frac{1}{2}^{\circ}$ East, 23.77 chains to a post marked F.1 set in the Westerly line of said Arroyo Grande-Guadalupe Road;

Thence North $14\frac{3}{4}^{\circ}$ East along said last named line, 11.32 chains;

Thence North 5° West, 3.10 chains to the point of beginning.

Excepting therefrom all that portion thereof conveyed to County of San Luis Obispo for roadway purposes by deed dated April 29, 1899 and recorded June 13, 1899 in Book 42, Page 448 of Deeds.

Savings and excepting therefrom an undivided 50% of all oil, gas and other hydrocarbon substances and/or minerals in and under said land, together with the right to enter upon said land for the purposes of drilling for, producing, extracting and taking any of said oil, gas and other hydrocarbon substances and/or minerals from said land as reserved by Robert W. Hopper and Floreen Hopper, husband and wife, in deed dated February 22, 1956 and recorded March 13, 1956 in Book 838, Page 521 of Official Records.

APN: 075-041-004

EXHIBIT "B"

PARCEL 1
14'8" OR 336

PARCEL 2
14'8" OR 336

PORTION OF
CORRAL DE PIEDRAS-PISMO
A MB 65
LOT 128
28'7" OR 363

LOT 1
TRACT 2332
19 MB 61

MICHAEL
LANE

LOT 8
TRACT 2332
19 MB 61

PORTION OF
CORRAL DE PIEDRAS-PISMO
A MB 65

NOTE:
SEE SHEET 4
(INFORMATION SHEET) OF
TRACT 2718 RECORDED
CONCURRENTLY FOR
ADDITIONAL INFORMATION



MICHAEL B. STANTON, PLS 5702
3563 SUELDO ST. UNIT Q
SAN LUIS OBISPO, CA 93401
805-594-1960

JOB NO. 09-112

