

RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

County Clerk
County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

Assessor's Parcel Number: Portions of 027-144-018 & 027-144-024

AMENDMENT NO. 2 TO LAND CONSERVATION CONTRACT

THIS AMENDMENT No. 2 is made and entered into this _____ day of _____ 20____, by and between JONATHAN P. CAGLIERO AND SAMANTHA M. CAGLIERO, TRUSTEES OF THE JON AND SAMANTHA CAGLIERO FAMILY TRUST DATED JUNE 29, 2006, 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, on January 25, 1971, the Board of Supervisors duly adopted Resolution No. 71-24 whereby it duly established an agricultural preserve in the County of San Luis Obispo entitled "Estrella Agricultural Preserve No. 1"; and

WHEREAS, on February 22, 1971, Owner or his predecessor in interest entered into a Land Conservation Contract with the County for a portion of the real property included within said agricultural preserve, which said Land Conservation Contract (sometimes hereinafter referred to as the "Original Contract") was duly approved by the Board of Supervisors and recorded on February 26, 1971, as Document No. 4897 in Book 1606, at Pages 451 through

470, inclusive, of the Official Records in the office of the County Recorder of the County of San Luis Obispo; and

WHEREAS, on October 23, 1984, the Board of Supervisors duly adopted Resolution No. 84-430 expanding the real property included within said agricultural preserve; and

WHEREAS, on February 19, 1985, the Board of Supervisors duly adopted Resolution No. 85-92 approving an amendment to the Original Contract by adding real property to the land already under contract, which said amendment to land conservation contract was duly recorded on February 28, 1985, as Document No. 10766 in Book 2681, at Pages 789 through 800, inclusive, of the Official Records in the office of the County Recorder of the County of San Luis Obispo; and

WHEREAS, Owner desires to further amend the Original Contract with County by adding the real property described in Exhibit A attached hereto and incorporated by reference herein as though set forth in full to the land already under contract under said Land Conservation Contract; and

WHEREAS, Owner has supplied County with a current 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 real property to be added to the Original Contract; and

WHEREAS, the Board of Supervisors finds that the property subject to contract should be increased by adding thereto the real property which is described in Exhibit A in this Amendment No. 2, and that such addition of said real property is consistent with the County's General Plan, the California Land

Conservation Act of 1965, and the Rules of Procedure to Implement the California Land Conservation Act of 1965 in San Luis Obispo County.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, the parties hereto do hereby amend the Original Contract as follows:

1. Amend Exhibit A of the Original Contract to add thereto the real property situated in the County of San Luis Obispo, State of California, more particularly described in Exhibit A to this Amendment No. 2.

2. Except as amended herein, all provisions of the Original Contract as amended shall remain in full force and effect.

3. The trust deed beneficiaries and mortgagees, if any, listed on the current Lot Book Guarantee or Preliminary Title Report referred to above, and whose signatures are affixed hereto, do hereby assent to this Amendment No. 2, and further, do hereby subordinate their respective interests to the contractual restrictions imposed by this Amendment No. 2 and the Original Contract.

4. This amendment sets forth the full and entire understanding of the parties regarding the matter set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any of said matters are hereby superseded or terminated in their entirety.

5. This amendment may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this
Amendment No. 2 as of the day and year first above written.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

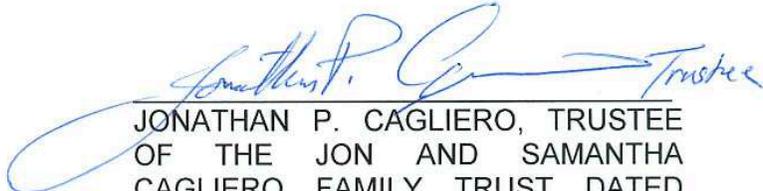
APPROVED AS TO FORM AND LEGAL EFFECT:

RITA NEAL
County Counsel

By: 
Deputy County Counsel

Dated: November 7, 2014

OWNER


JONATHAN P. CAGLIERO, TRUSTEE
OF THE JON AND SAMANTHA
CAGLIERO FAMILY TRUST DATED
JUNE 29, 2006


SAMANTHA M. CAGLIERO, TRUSTEE
OF THE JON AND SAMANTHA
CAGLIERO FAMILY TRUST DATED
JUNE 29, 2006

See attached Notary
Acknowledgment Certificate

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

DKS Job No.: 13-081
Date: April 21, 2014

EXHIBIT "A"
CAGLIERO

In the County of San Luis Obispo, State of California, those portions of Sections 33 and 34 in Township 25 South, Range 12 East, Mount Diablo Base and Meridian according to the official plat thereof, being more particularly described as follows:

PORTION ONE

Beginning at the found ½" rebar with tag RCE 14994 at the northwest corner of said Section 34 per said map recorded in Book 79, Page 27 of Record of Surveys, thence southwesterly along the following courses:

South 27°23'48" West 1093.05 feet;

South 26°53'10" East 53.62 feet;

South 26°41'10" West 213.35 feet;

South 57°13'01" West 158.13 feet;

South 21°48'45" East 155.57 feet;

South 42°02'18" East 773.63 feet;

South 87°17'05" West 257.56 feet;

South 71°22'08" West 89.44 feet;

South 54°26'01" West 77.41 feet;

South 42°33'04" West 330.69 feet;

South 47°22'54" West 334.46 feet;

South 54°21'21" West 79.36 feet;

South 63°53'23" West 71.63 feet;

South 73°25'37" West 92.12 feet; and

South 89°22'08" West 61.29 feet to an intersection with the easterly right-of-way line of North River Road (sixty feet wide per document recorded February 27, 1934 as Book 147, Page 236 of Official Records of said County and State), county road number 5252; thence northerly and northwesterly along said easterly right-of-way line the following courses:

North 00°37'52" West 80.70 feet;

North 01°08'36" East 304.83 feet to the beginning of a tangent curve to the right having radius of 1970.00 feet; thence northerly along said curve through a central angle of 05°45'04" an arc length of 197.74 feet;

North 06°53'40" East 177.40 feet to the beginning of a tangent curve to the left

CONTINUED

EXHIBIT "A" CONTINUED

having radius of 730.00 feet; thence northerly along said curve through a central angle of 04°23'35" an arc length of 55.97 feet;
North 02°30'05" East 160.48 feet to the beginning of a tangent curve to the left having radius of 730.00 feet; thence northwesterly along said curve through a central angle of 30°59'52" an arc length of 394.94 feet;
North 28°29'48" West 412.14 feet to the beginning of a tangent curve to the left having radius of 2030.00 feet; thence northwesterly along said curve through a central angle of 05°18'22" an arc length of 187.99 feet; and
North 33°48'09" West 975.23 feet to an intersection with the south line of said Parcel 4; thence along said south line South 89°37'14" East 2157.01 feet to the point of beginning.

PORTION TWO

Those portions of said Sections 33 and 34 in Township 25 South, Range 12 East, Mount Diablo Base and Meridian according to the official plat thereof, being more particularly described as follows:

Beginning at the found ½" rebar with tag RCE 14994 at the northwest corner of said Section 34 per said map recorded in Book 79, Page 27 of Record of Surveys, thence southwesterly, northeasterly and southeasterly along the following courses:
South 27°23'48" West 1093.05 feet;
South 26°53'10" East 53.62 feet;
North 61°24'28" East 335.44 feet;
North 54°19'05" East 312.84 feet;
South 89°06'43" East 252.49 feet;
South 44°57'07" East 205.36 feet;
South 89°55'27" East 157.23 feet;
North 62°01'04" East 210.81 feet;
South 31°43'46" East 223.82 feet;
South 32°03'29" East 201.31 feet;
South 27°39'10" East 416.67 feet;
North 83°19'18" East 93.74 feet to an intersection with the east line of the west half of the west half of said Section 34 which lies North 00°20'13" East 1322.85 feet from a found ½" rebar with tag RCE 14994; thence northerly along said east

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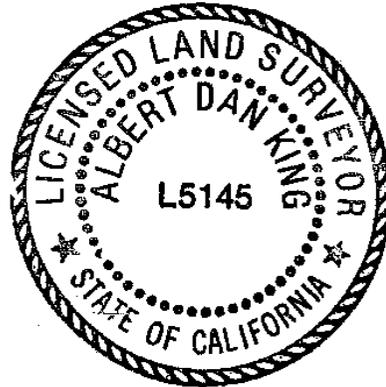
EXHIBIT "A" CONTINUED

line North 00°20'13" East 1423.96 feet to the northeast corner of said west half of the west half of said Section 34; thence westerly along the north line of said west half of the west half of said Section 34, North 89°05'40" West 1330.44 feet to the point of beginning.

See Exhibit "B" attached for visual aid only.

Albert Dan King
Albert Dan King, LS 5145
(exp. 6-30-2015)

5/28/2014
Date



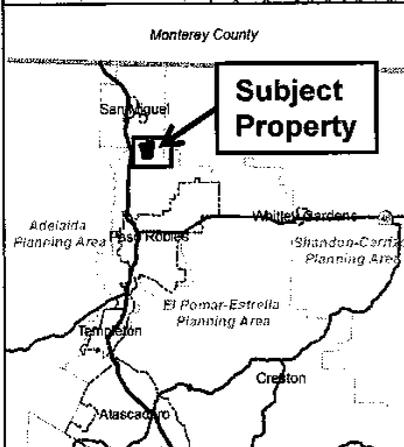
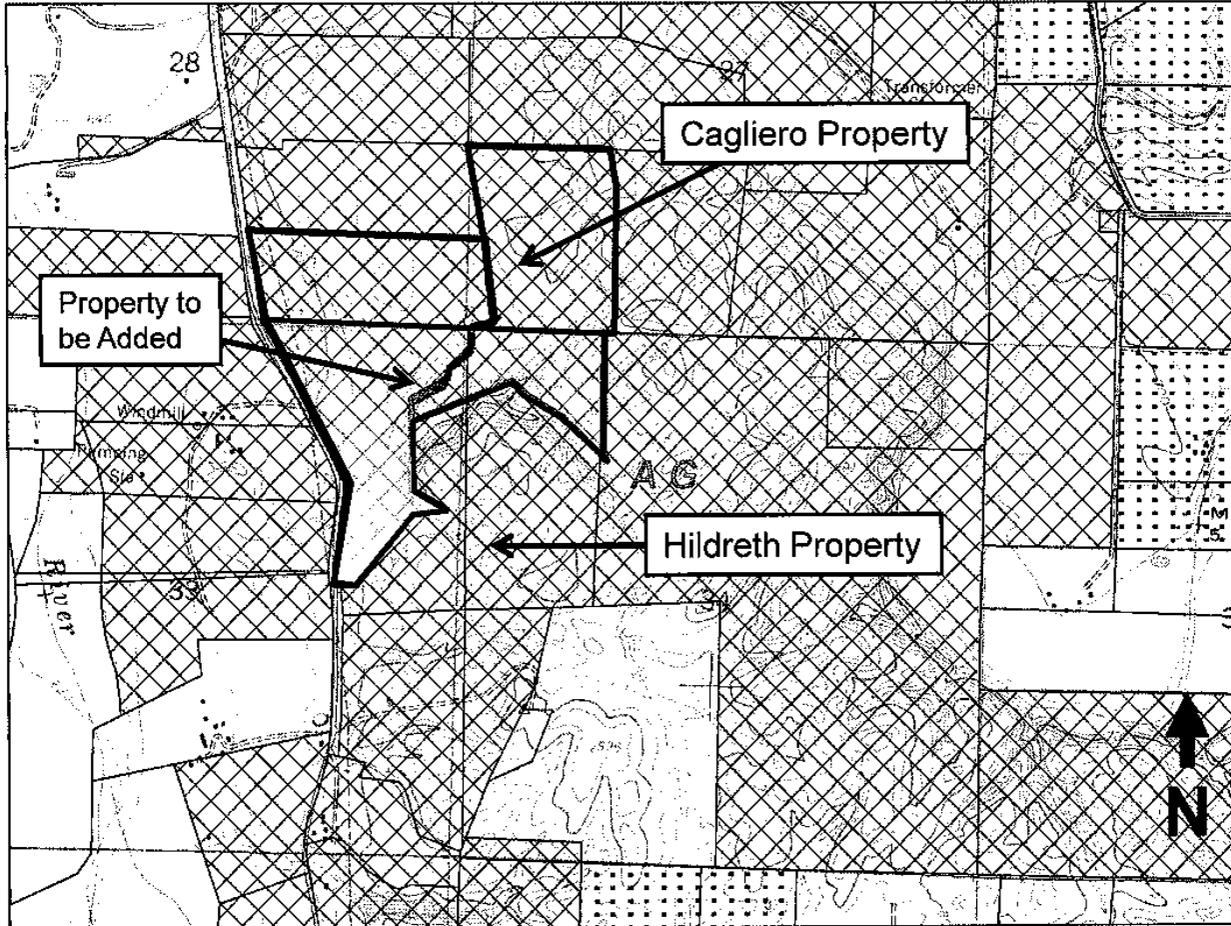


EXHIBIT A: Estrella Agricultural Preserve No. 1

Existing Cagliero Contract: Document No. 4897, Book 1606, Pages 451 through 470 recorded 2/26/71 Resolution No. 71-99

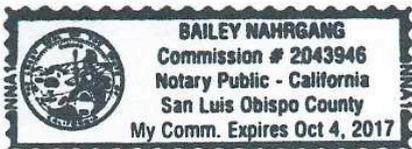
-  Property to be added - portions of APNs: 027-144-018 & 024
-  Land in Existing Preserve & Contract
-  Land in Existing Preserve Only

EXHIBIT A: Amending a Land Conservation Contract to Add Land & Reflect a Lot Line Adjustment

File No. AGP2012-00014	Cagliero
Minimum Parcel Size:	40 Acres
Minimum Term of Contract:	10 years
Resolution No:	Date:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189**

State of California }
County of San Luis Obispo }
On 6/18/2014 before me, Bailey Nahrgang, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Samantha Marie Cagliero & Jonathan Pete Cagliero
Name(s) of Signer(s)



Place Notary Seal Above

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: Bailey Nahrgang
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____

- | | |
|--|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____ | <input type="checkbox"/> Corporate Officer — Title(s): _____ |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Signer Is Representing: _____ Signer Is Representing: _____

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

SUBORDINATION AGREEMENT

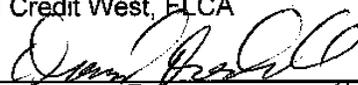
NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT. (THIS NOTICE REQUIRED BY CALIFORNIA CIVIL CODE SECTION 2953.3.)

The undersigned, beneficiary under that certain Deed of Trust dated May 24, 2006, recorded June 6, 2006, as Document No. 2006-039696, of the Official Records in the office of the County Recorder of the County of San Luis Obispo, State of California, hereby consents to Amendment No. 2 to the Land Conservation Contract entered into between JONATHAN P. CAGLIERO AND SAMANTHA M. CAGLIERO, TRUSTEES OF THE JON AND SAMANTHA CAGLIERO FAMILY TRUST DATED JUNE 29, 2006 and the COUNTY OF SAN LUIS OBISPO, recorded concurrently herewith, and does hereby subordinate the interests of its Deed of Trust to the entire effect of Amendment No. 2 to the Land Conservation Contract.

SIGNED AND EXECUTED this 18 day of June, 2014.

BENEFICIARY

Farm Credit West, FLCA

By: 
Name: David Bedell
Title: Sr. Vice President

See attached Notary Acknowledgment Certificate

[NOTE: This Subordination Agreement will be recorded. All signatures to this amendment must be acknowledged by a notary.]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of San Luis Obispo }

On 6/18/14 before me, Bailey Nahrgang, Notary Public
Date Here Insert Name and Title of the Officer

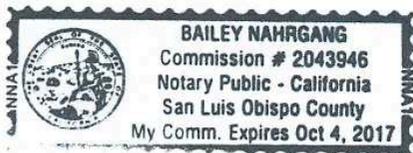
personally appeared David Michael Bedell
Name(s) of Signer(s)

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: Bailey Nahrgang
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subordination Agr. Document Date: 6/18/14

Number of Pages: 1 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

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

Partner — Limited General Partner — Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____