

Recording requested by:
Director of Public Works Department
County of San Luis Obispo
County Government Center, Room 207
San Luis Obispo, CA 93408

When recorded return to:
County Clerk
County of San Luis Obispo
1055 Monterey Street, Room D120
San Luis Obispo, CA 93408

APN: ptn 076-062-(012, 024) [San Luis Obispo County]

No recording fee per Government Code § 6103
No Documentary Transfer Tax per Revenue and Taxation Code § 11922

EASEMENT DEED AND RESTRICTIVE COVENANT (No. 14-04)

Buckley Road, San Luis Obispo, CA	300490	Buckley Road Widening Project
LOCATION	PROJECT#	PROJECT NAME

This EASEMENT DEED AND RESTRICTIVE COVENANT (hereinafter "DEED"), entered into this ____ day of _____, 20____, by and between Apple River & Company, Limited Partnership, a Nevada limited Partnership, hereinafter called "GRANTOR", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, its successors and assigns, hereinafter called "COUNTY."

WITNESSETH

WHEREAS, GRANTOR is the owner of certain real property located at 795 Buckley Road, and otherwise known as Assessor's Parcel Numbers 076-062-(012, 024), near San Luis Obispo, California, in the County of San Luis Obispo hereinafter referred to as " GRANTOR'S Property"; and

WHEREAS, the COUNTY requires certain real property rights from GRANTOR for the construction of improvements related to the Buckley Road Widening Project-County WBS No. 300490 (hereinafter COUNTY'S Project); and

WHEREAS, The COUNTY also requires a restrictive covenant over a portion of the GRANTOR'S Property to provide for adequate sight distance for vehicles traveling on Buckley Road adjacent to said GRANTOR'S Property.

CONVEYANCE OF DEEDS

NOW, THEREFORE, For a Valuable Consideration, receipt of which is hereby acknowledged, GRANTOR hereby GRANTS to the COUNTY the following interests:

Parcel A and Parcel A1 – Public Road and Slope Easement: A perpetual, permanent and exclusive easement is hereby granted by GRANTOR to the COUNTY for the present and future construction, reconstruction, operation, repair and maintenance of a public road, supporting slopes, public utilities, and appurtenances related thereto, and for such excavation and embankment slopes for the lateral and subjacent support of the road, roadbed and appurtenances, in such number and size, and with such accessory parts and structures, including retaining walls or slopes, sound walls or sound-berms, or the like, as COUNTY, or its successors in interest, from time to time, deem necessary to install over, upon, under and across that certain real property situated in the County of San Luis Obispo, State of California, described and depicted in Exhibit "A", Parcel A and Parcel A1, attached hereto and incorporated herein. The easement granted herein includes the right (but not the obligation) to plant and maintain grass, plants, or shrubs within the easement area for soil erosion purposes and for the protection of the lateral support for said road, roadbed and appurtenances.

Notwithstanding any other provision hereof, walls shall not exceed twenty-four inches (24") from the height of Buckley Road southerly edge of pavement adjacent to the improvements at issue. A guardrail shall not be considered a wall, and the COUNTY retains the right to install and maintain signs or any other kind of safety-related improvements.

Parcel B – RESTRICTIVE COVENANT GRANTOR hereby COVENANTS AND AGREES for that certain real property, in the County of San Luis Obispo, State of California, described and depicted in Exhibit "A", Parcel B, attached hereto and incorporated herein (hereinafter referred to as "Restricted Area"), that the COUNTY is allowed to enter said Restricted Area during construction of COUNTY'S Project to trim or remove landscaping, improvements, or obstructions at or below a height not to exceed twenty-four inches (24") from the height of the Buckley Road southerly edge of pavement adjacent to said Restricted Area, hereinafter 'Height Restriction', at COUNTY expense to allow for clear visibility for vehicles travelling Buckley Road and Thread Lane. GRANTOR further agrees, within said Restricted Area, and following completion of COUNTY'S Project, including the foregoing initial trimming and removal, to maintain property landscaping, improvements or obstructions, in compliance with said Height Restriction at GRANTOR'S expense. In the event that property landscaping, physical improvements or obstructions within said Restricted Area exceed said Height Restriction the COUNTY shall have the right, but not the obligation, upon thirty (30) days written notice to GRANTOR, to remove, trim, or otherwise reconfigure such property landscaping, improvements or obstructions within the Restricted Area to comply with the Height Restriction at GRANTOR'S expense.

Reimbursement. The GRANTOR shall be charged and pay to the COUNTY the actual cost incurred in bringing the Restricted Area into compliance with the Height Restriction under the above provisions; except GRANTOR is not required to reimburse the cost of the initial trimming and removal mentioned above. The COUNTY shall invoice the GRANTOR for such costs; and amounts unpaid thirty (30) days from the date of the COUNTY'S invoice shall bear interest at the rate of 1½% per month beginning thirty (30) days after the date of said invoice.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties except as otherwise provided in this agreement. The covenants contained herein shall run with the land and shall also be enforceable as equitable servitudes.

Parcel C – TEMPORARY CONSTRUCTION EASEMENT: A Temporary Construction Easement ("TCE") is hereby granted by GRANTOR to the COUNTY upon that portion of GRANTOR'S land within that certain area described and depicted in Exhibit "A", Parcel C attached hereto and made a part hereof (the "TCE Area"), for the purpose of construction and construction support activities related to said Project including, but not limited to the storage and stockpiling of materials, soil and equipment.

The TCE shall commence thirty (30) days following the issuance of a written notice of construction commencement issued by COUNTY to GRANTOR via U.S. Mail. The TCE shall be for a term of three hundred sixty-five (365) days or until the COUNTY'S issuance of a written notice of construction completion, whichever is shorter, provided that in no event shall the term of this TCE extend beyond December 31, 2018.

The amount shown in Paragraph 2.a.of the parties' Right of Way Agreement dated as or about even date herewith includes, but is not limited to, full payment for said TCE, including severance damages, if any, from said date. Upon completion of construction of the Project, the TCE shall be generally restored to the condition that existed prior to construction, to the extent reasonably practical.

Remainder of page intentionally blank



APPLE RIVER & COMPANY, LIMITED
PARTNERSHIP, a Nevada limited
Partnership

By: COAKLEY VINEYARDS, LLC, a
California limited liability company,
General Partner

By: [Signature] Date: 12/17/14
H. John Coakley

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

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

On Dec. 17, ²⁰¹⁴~~2015~~, before me, L.A. BERTRAND, a notary public,

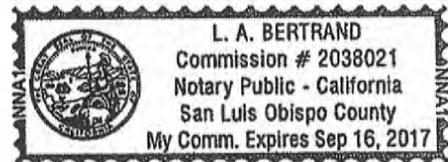
personally appeared H. John COAKLEY —, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

(Seal)

[Signature]



CERTIFICATE OF ACCEPTANCE

This is to certify that the **COUNTY OF SAN LUIS OBISPO**, grantee herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing Easement Deed and Restrictive Covenant dated _____, 2014, from Apple River & Company, Limited Partnership, a Nevada limited Partnership, Grantor herein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ____ day of _____, 2014.

COUNTY OF SAN LUIS OBISPO

Chairperson of the Board of Supervisors
County of San Luis Obispo

ATTEST:
Julie L. Rodewald County Clerk-Recorder
and Ex-Officio Clerk of the Board of Supervisors
County of San Luis Obispo

Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California
County of _____)

On _____ before me, _____ personally appeared
(insert name and title of the officer)

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)



EXHIBIT A

LEGAL DESCRIPTION

APPLE RIVER & COMPANY EASEMENT PARCELS

Parcel A

Those portions of Parcel 1 and Parcel 4 as described in the Grant Deed recorded in Document No: 2014025843 in the Office of the County Recorder of the County of San Luis Obispo, State of California, said portions lying northerly of the following described line:

Commencing at the north quarter corner of Section 13, T31S, R12E, MDM, said corner being marked by an open 1 inch iron pipe, said point bearing South 88°42'53" East 2,656.16 feet (North 89°58'30" East 2,656.40 feet calculated from Record of Survey map filed in Book 9, at Page 63 of Licensed Surveys in the Office of the County Recorder of said County) from the northwest corner of said Section 13 and being marked by a 3 ½ inch brass disk and on the centerline of 40 foot wide Buckley Road as shown on said Record of Survey map;

Thence South 32°20'47" East 181.57 feet to the **True Point of Beginning**;

Thence South 88°09'23" West 67.94 feet;

Thence South 36°16'40" West 12.28 feet;

Thence North 53°43'20" West 95.08 feet;

Thence North 2°07'26" East 15.17 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 824.50 feet and to which beginning a radial line bears North 24°44'40" East;

Thence westerly 337.58 feet along said curve through a central angle of 23°27'32";

Thence North 88°42'53" West 121.99 feet;

Thence North 1°17'07" East 3.00 feet;

Thence North 88°42'53" West 142.82 feet;

Thence North 89°54'14" West 285.68 feet;

Thence North 88°42'53" West 67.19 feet;

Thence North 84°27'45" West 66.52 feet;

EXHIBIT A

Thence North $87^{\circ}30'56''$ West 243.37 feet to the southerly right of way line of said Buckley Road.

Parcel A-1

That portion of Parcel 3 as described in the Grant Deed recorded in Document No: 2014025843 in the Office of the County Recorder of the County of San Luis Obispo, State of California, lying southerly of the following described line:

Commencing at the north quarter corner of Section 13, T31S, R12E, MDM, said corner being marked by an open 1 inch iron pipe, said point bearing South $88^{\circ}42'53''$ East 2,656.16 feet (North $89^{\circ}58'30''$ East 2,656.40 feet calculated from Record of Survey map filed in Book 9, at Page 63 of Licensed Surveys in the Office of the County Recorder of said County) from the northwest corner of said Section 13 and being marked by a $3\frac{1}{2}$ inch brass disk and on the centerline of 40 foot wide Buckley Road as shown on said Record of Survey map;

Thence South $32^{\circ}20'47''$ East 181.57 feet to the **True Point of Beginning**;

Thence North $39^{\circ}27'22''$ West 107.13 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 883.00 feet and to which beginning a radial line bears North $29^{\circ}00'53''$ East;

Thence northwesterly 92.12 feet along said curve through a central angle of $5^{\circ}58'40''$ to the northerly right of way line of said Buckley Road.

Parcel B

Those portions of Parcel 1 and Parcel 4 as described in the Grant Deed recorded in Document No: 2014025843 in the Office of the County Recorder of the County of San Luis Obispo, State of California, said portions lying northerly of the following described line:

Commencing at the north quarter corner of Section 13, T31S, R12E, MDM, said corner being marked by an open 1 inch iron pipe, said point bearing South $88^{\circ}42'53''$ East 2,656.16 feet (North $89^{\circ}58'30''$ East 2,656.40 feet calculated from Record of Survey map filed in Book 9, at Page 63 of Licensed Surveys in the Office of the County Recorder of said County) from the northwest corner of said Section 13 and being marked by a $3\frac{1}{2}$ inch brass disk and on the centerline of 40 foot wide Buckley Road as shown on said Record of Survey map;

Thence South $32^{\circ}20'47''$ East 181.57 feet to the **True Point of Beginning**;

Thence North $74^{\circ}22'23''$ West 157.71 feet;

Thence North $72^{\circ}26'26''$ West 328.69 feet to the southerly right of way line of said Buckley Road.

EXHIBIT A

Excepting therefrom the above described Parcel A.

Parcel C (Temporary Construction Easement)

Parcel 3 as described in the Grant Deed recorded in Document No: 2014025843 in the Office of the County Recorder of the County of San Luis Obispo, State of California;

Excepting therefrom the above described Parcel A-1;

.Also Excepting therefrom the original 40 foot wide Public County Road No. 5 right of way.

The above described Parcels A, A-1, B, and C are graphically shown on the Overall and Apple River & Company Exhibits, consisting of three pages, attached hereto and made a part hereof.

END DESCRIPTION

Joseph T. Morris

Joseph T. Morris, PLS 6192 9/23/2014



EXHIBIT A

NW 1/4 SEC. 13
 T31S R12E MDM

EXISTING PROPERTY LINES± (TYP)

LEGEND

- 3.5" BRASS DISK
- T.P.O.B. TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R= RADIUS
- L= LENGTH
- D= DELTA
- 1" OPEN IRON PIPE

EXISTING RIGHT-OF-WAY (TYP)

BUCKLEY ROAD

SAN LUIS OBISPO
 SUBURBAN TRACT
 1-LS-92

SLO COUNTY
GENERAL SERVICES
AGENCY

N87°30'56"W
243.37'

BUTTONWOOD
PROPERTIES LLC

N84°27'45"W
66.52'

N88°42'53"W
67.19'

SPORTS WAREHOUSE
PROPERTIES

N89°54'14"W
285.68'

N88°42'53"W 142.82'

DOLPHIN INVESTMENTS

N01°17'07"E 3.0'

N88°42'53"W
121.99'

APPLE RIVER & CO

40.00'

R=824.50'
L=337.58'
D=23°27'32"

APPLE RIVER & CO

S88°42'53"E 2,656.16'

N24°44'40"E RAD.
N29°00'53"E RAD.

N02°07'26"E
15.17'

S82°57'04"W 81.86'

R=883.00'
L=92.12'
D=5°58'40"

N53°43'20"W
95.08'

S36°16'40"W 12.28'

S88°09'23"W 67.94'

P.O.C

ABANDONED

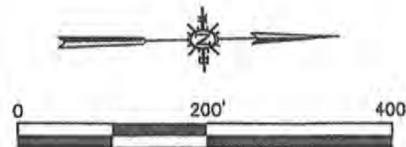
S32°20'47"E 181.57'

N39°27'22"W 107.13'

T.P.O.B

SLO COUNTY
GENERAL SERVICES
AGENCY

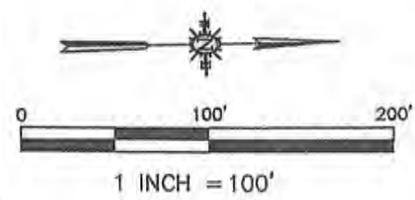
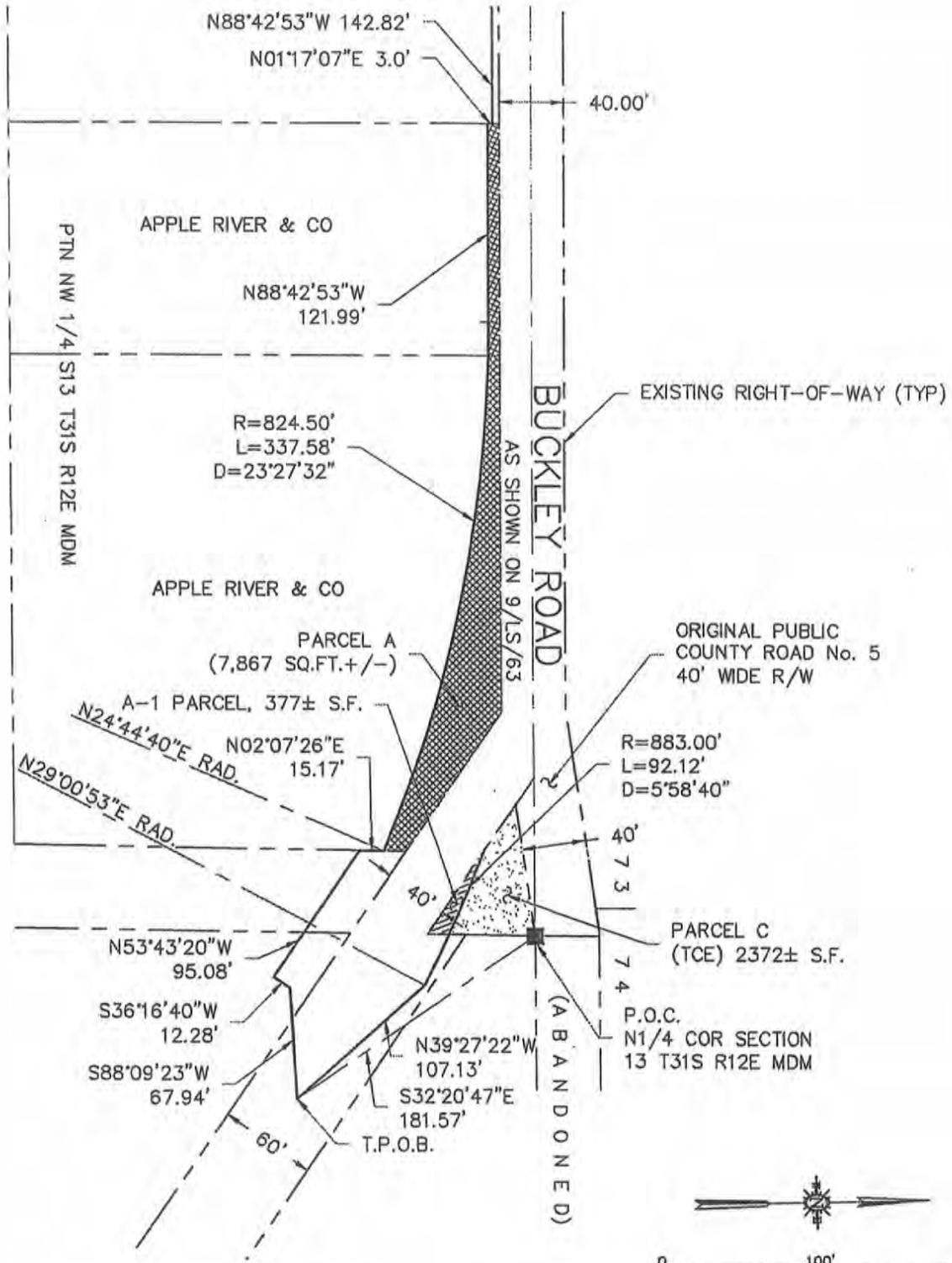
PAR 1 45-PM-77
SLO BUCKLEY
PROPERTIES LLC



OVERALL EASEMENT EXHIBIT

SHEET 1 OF 3

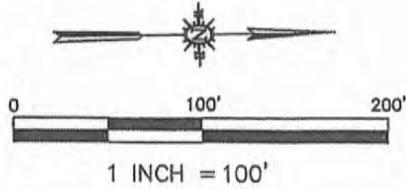
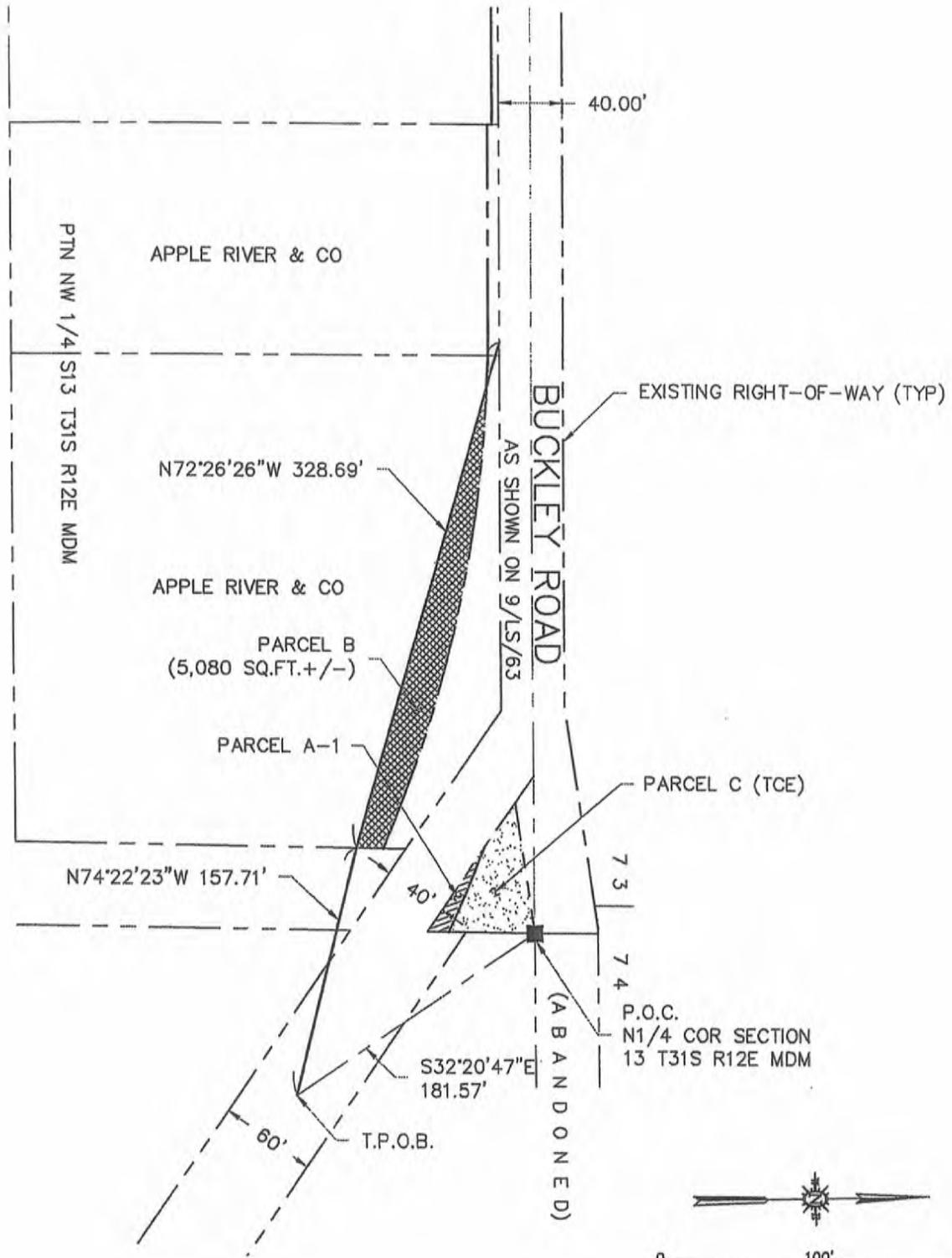
EXHIBIT A



PARCEL A, PARCEL A-1, PARCEL C APPLE RIVER & CO EASEMENT EXHIBIT

SHEET 2 OF 3

EXHIBIT A



PARCEL B EASEMENT EXHIBIT
SHEET 3 OF 3